Exhibit A

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,	§
Plaintiff,	§ § 8
v.	§ Civil Action No. 4:23-cv-00860-P
SKIPLAGGED, INC.,	§ § .
Defendant.	§ §

DECLARATION OF JULIA G. WISENBERG

STATE OF TEXAS §
COUNTY OF TARRANT §

- 1. My name is Julia G. Wisenberg. I am over the age of 21 and competent to make this declaration as authorized under 28 U.S.C. § 1746. My business address is 201 Main Street, Suite 2500, Fort Worth, Texas 76102.
- 2. I make this declaration in support of Plaintiff American Airlines, Inc.'s ("American") Brief in Support of its Response to Defendant Skiplagged, Inc.'s ("Skiplagged") Motion for Summary Judgment.
- 3. Attached as Exhibit A-1 is a true and correct copy of an excerpt of the transcript of the deposition of Marcial Lapp, taken on May 30, 2024.
- 4. Attached as Exhibit A-2 is a true and correct copy of the transcript of the deposition of Raymond Scott Chandler, taken on June 7, 2024.

- 5. Attached as Exhibit A-3 is a true and correct copy of the transcript of the deposition of Marcial Lapp as the Rule 30(b)(6) Corporate Representative of Plaintiff American Airlines, Inc., taken on July 1, 2024.
- 6. Attached as Exhibit A-4 is a true and correct copy of American internal email exchanges, produced by American as AA-SKP-00005532–34, AA-SKP-00005774–75, AA-SKP-00005795–98, AA-SKP-00010324–25, AA-SKP-00010763–65, and AA-SKP-00010776–78.
- 7. Attached as Exhibit A-5 is a true and correct copy of Skiplagged's Third Amended Objections and Responses to Plaintiff's First Set of Interrogatories.
- 8. Attached as Exhibit A-6 is a true and correct copy of the transcript of the deposition of Aktarer Zaman, taken on May 29, 2024.
- 9. Attached as Exhibit A-7 is a true and correct copy of the transcript of the deposition of Aktarer Zaman as the Rule 30(b)(6) Corporate Representative of Defendant Skiplagged, Inc., taken on June 12, 2024.
- 10. Attached as Exhibit A-8 is a true and correct copy of the transcript of the deposition of Daniel Gellert, taken on November 30, 2023.
- 11. Attached as Exhibit A-9 is a true and correct copy of test buys of flights on Skiplagged.com, produced by American as AA-SKP-00058891–922, AA-SKP-00059519–536, and AA-SKP-00059659–76.
- 12. Attached as Exhibit A-10 is a true and correct copy of American's Use Agreement, produced by American as AA-SKP-00053437-44.

- 13. Attached as Exhibit A-11 is a true and correct copy of Defendant Skiplagged, Inc.'s Fourth Amended Objections and Responses to Plaintiff's Interrogatory No. 8.
- 14. Attached as Exhibit A-12 is a true and correct copy of the Expert Report of Professor Yoram (Jerry) Wind, served by American on April 23, 2024.
- 15. Attached as Exhibit A-13 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00001001, SKP00003664–67, SKP00003831, SKP00004346–47, SKP00012618–20, SKP00015754, SKP00017437–43, SKP00020235–36, SKP00034672–77, and SKP00060686–87.
- 16. Attached as Exhibit A-14 is a true and correct copy of a Skiplagged customer support reference spreadsheet, produced by Skiplagged as SKP00103763_Page 1–10.
- 17. Attached as Exhibit A-15 is a true and correct copy of an American internal email exchange, produced by American as AA-SKP-0005479–81, AA-SKP-00059850–60, AA-SKP-00059930–32, AA-SKP-00084825–28, and AA-SKP-00085908–11.
- 18. Attached as Exhibit A-16 is a true and correct copy of customer complaints related to Skiplagged and discussed internally by American, produced by American as AA-SKP-00005562-63, AA-SKP-00052654, AA-SKP-00052881-83, and AA-SKP-00053218-22.
- 19. Attached as Exhibit A-17 is a true and correct copy of the Expert Report of David N. Fuller, CFA, ASA, CFE dated May 31, 2024.
- 20. Attached as Exhibit A-18 is a true and correct copy of the Settlement Agreement entered into between Fareportal, Inc. and Aktarer Zaman, Skiplagged.com and

Affiliates on February 27, 2015, produced by Fareportal, Inc. as Fareportal Subpoena 0001–9.

- 21. Attached as Exhibit A-19 is a true and correct copy of Plaintiff Southwest Airlines Co.'s First Amended Complaint Against Skiplagged, Inc. and Skybooker.com Ltd. in Cause No. 3:21-cv-01722 (N.D. Tex.), produced by Skiplagged as SKIP0000335–403.
- 22. Attached as Exhibit A-20 is a true and correct copy of the Complaint filed by Plaintiffs United Airlines, Inc., Orbitz Worldwide, LLC, and Orbitz, LLC against Defendant Aktarer Zaman, individually and d/b/a Skiplagged.com in Cause No. 1:14-cv-09214 (N.D. Ill.), produced by Skiplagged as SKIP0000078–112.
- 23. Attached as Exhibit A-21 is a true and correct copy of Skiplagged's internal Slack messages and investigations and materials, produced by Skiplagged as SKP00105924-25, SKP00092041-43, SKP00081152.xlsx_Page 1-26, and SKP00105999-6005.
- 24. Attached as Exhibit A-22 is a true and correct copy of Skiplagged's Terms and Conditions, produced by Skiplagged as SKIP0000010–11.
- 25. Attached as Exhibit A-23 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00022172, SKP00031337–39, SKP00057359–62, SKP00082380–81, and SKP00083690.
- 26. Attached as Exhibit A-24 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00006938–41, SKP00079187–90, and SKP00080891–94.
- 27. Attached as Exhibit A-25 is a true and correct copy of screenshots of Skiplagged's website, produced by Skiplagged as SKIP0000072–77.

- 28. Attached as Exhibit A-26 is a true and correct copy of the Conditions of Carriage, produced by American as AA-SKP-00054065-85.
- 29. Attached as Exhibit A-27 is a true and correct copy of Skiplagged's profit and loss statements, produced by Skiplagged as SKIP0000634–38 and SKP00111227.
- 30. Attached as Exhibit A-28 is a true and correct copy of Skiplagged's internal Slack messages, produced by Skiplagged as SKP00095889–93.
- 31. Attached as Exhibit A-29 is a true and correct copy of a report entitled, "Future Brand—American Airlines Brand Recognition," produced by American as AA-SKP-00059957-60066.
- 32. Attached as Exhibit A-30 is a true and correct copy of Trademark File Wrappers for American's Trademark Reg. Nos. 4449061, 4939082, 5279167, and 5559145, produced by American as AA-SKP-00054086–90, AA-SKP-00054095–105, AA-SKP-00054143, AA-SKP-00054149–61, AA-SKP-00054178–79, AA-SKP-00054202–06, AA-SKP-00054236–38, AA-SKP-00054240–43, AA-SKP-00054279, AA-SKP-00054286–309, AA-SKP-00054343–44, AA-SKP-00054412–29, AA-SKP-00054580–83, AA-SKP-00054588–607, AA-SKP-00054663, AA-SKP-00054695–96, AA-SKP-00054719–31, AA-SKP-00054768–69, and AA-SKP-00054833–56.
- 33. Attached as Exhibit A-31 is a true and correct copy of a Certificate of Registration for the American Airlines Flight Symbol, produced by American as AA-SKP-00058803-05.
- 34. Attached as Exhibit A-32 is a true and correct copy of American's Form 10-K for Year Ending December 31, 2023, produced by American as AA-SKP-00058499, AA-SKP-00058506, and AA-SKP-00058580.

- 35. Attached as Exhibit A-33 is a true and correct copy of a Skiplagged Onboarding Survey and New to Affiliate Questionnaire, produced by Skiplagged as SKP00081041-44 and SKP00095589-92.
- 36. Attached as Exhibit A-34 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00004300–01, SKP00013049–53, SKP00071936–39, and SKP00079338–42.
- 37. Attached as Exhibit A-35 is a true and correct copy of customer complaints related to Skiplagged, produced by American as AA-SKP-00052724-25, AA-SKP-00052764-66, and AA-SKP-00052798-801.
- 38. Attached as Exhibit A-36 is a true and correct copy of customer complaints related to Skiplagged, produced by American as AA-SKP-00063900–902 and AA-SKP-00064792.
- 39. Attached as Exhibit A-37 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00001090, SKP00011574, and SKP00042790–91.
- 40. Attached as Exhibit A-38 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00001031–32, SKP00006753–54, SKP00039745–49, SKP00040775–76, and SKP00080906–10.
- 41. Attached as Exhibit A-39 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00002212, SKP00004212, SKP00010474–76, SKP00093654–55, and SKP00102530–32.

- 42. Attached as Exhibit A-40 is a true and correct copy of Skiplagged customer complaints, produced by Skiplagged as SKP00004827–29, SKP00006578–81, and SKP00024561–64.
- 43. Attached as Exhibit A-41 is a true and correct copy of a Consulting Services Agreement, entered into between American Airlines, Inc. and Hypermedia Solutions, LLC d/b/a FutureBrand on January 1, 2013, produced by American as AA-SKP-00065419–74.
- 44. Attached as Exhibit A-42 is a true and correct copy of a Fare, Schedule and Inventory Access and Use Agreement between American Airlines, Inc. and Skyscanner Limited, produced by American as AA-SKP-00065397–418.
 - 45. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 22, 2024.

Exhibit A-1

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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. * Civil Action No.	A P P E A R A N C E S FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.: MR. NATHAN J. MUYSKENS Greenberg Traurig, LLP 1000 Washington, D.C. 20037 202-331-3100 anthan.muyskens@glaw.com MS. ALYSSA ORTIZ JOHNSTON Greenberg Traurig, LLP 2200 Ross Avenue Suite 5200 Dallas, Texas 75201 214-665-3600 johnston@glaw.com FOR THE DEFENDANT, SKIPLAGGED, INC.: MR. WILLIAM L. KIRKMAN Kirkman Law Firm, PLLC 201 Main Street Suite 1160 Fort Worth, Texas 76102 817-336-2800 billk@kirkmanlawfirm.com MS. ABIGAIL R.S. CAMPBELL Condon Tobin Sladek Thornton Nerenberg, PLLC 8080 Park Lane Suite 700 Ballas, Texas 75231 214-265-3800 acampbell@condotobin.com Also Present: Mr. Jeremy Ballew American Airlines Ms. Leana Dippie Ms. Leana Dippie Ms. Leana Dippie Mr. Joseph McDermott, Videographer Elite Video Productions 25 214-747-1952
INDEX PAGE	DEPOSITION DESCRIPTION PAGE EXHIBIT MARKED/IDENTIFIED NUMBER I Email Thread Regarding 15 Scary: United Seriously Threatening Passengers Who Skip Flights - Live and Let's Fly NUMBER 2 Email Thread Regarding 19 Scary: United Seriously Threatening Passengers Who Skip Flights - Live and Let's Fly NUMBER 3 Email Thread Regarding 21 Scary: United Seriously Threatening Passengers Who Skip Flights - Live and Let's Fly NUMBER 4 Email Thread Regarding 22 NUMBER 5 Email Thread Regarding 22 NUMBER 6 Email Thread Regarding 24 3 Links Hove: Hidden City Ticketing, Mokulele Cuts. California Pacific Tries a Comeback NUMBER 6 Email Thread Regarding 25 Cranky on the Web: Hidden City Ticketing, Mokulele Outs. California Pacific Tries a Comeback NUMBER 7 Email Thread Regarding 26 Customer: NUMBER 8 Email Thread Regarding 34 Customer: NUMBER 9 Email Thread Regarding 37 Customer:

1 (Pages 1 to 4)

	Page 5	Page 6
1	EXHIBIT INDEX CONTINUED	1 EXHIBIT INDEX CONTINUED
	DEPOSITION DESCRIPTION PAGE	DEPOSITION DESCRIPTION PAGE
2	EXHIBIT MARKED/IDENTIFIED NUMBER 10 Email Thread Regarding 41	2 EXHIBIT MARKED/IDENTIFIED 3 NUMBER 25 Email Thread Regarding 85
	Customer:	Same GDS Rule
4	NUMBER 11 Email Thread Regarding 44	NUMBER 26 Email Thread Regarding 89
5	Customer:	5 Skiplagged pertaining to "buy a ticket"
6	NUMBER 12 Email Thread Regarding 44 Customer:	6
7		NUMBER 27 Email Thread Regarding 93 7 Skiplagged 93
8	NUMBER 13 Email Thread Regarding 50 Kayak Source 50	8 NUMBER 28 Email Thread Regarding 95
9	NUMBER 14 Email Thread Regarding 52	Weekend Review: Southwest 9 Airlines in a Legal Tussle
10	Kayak Source	10 NUMBER 29 Email Tread Regarding 97 Hidden City Party ID
10	NUMBER 15 Email Thread Regarding 54	11 with Hidden Cities
11	Kayak Source NUMBER 16 Email Thread Regarding 57	Party ID and FXTX.xisx Attachment
12	Kayak Source	NUMBER 30 Email Thread Regarding 98
13	NUMBER 17 For il Torred Broading 50	13 Hidden City Party ID 14 NUMBER 31 Email Thread Regarding 100
14	NUMBER 17 Email Thread Regarding 59 Kayak Source 59	WN is Suing Skiplagged
15	NUMBER 18 Email Thread Regarding 65	NUMBER 32 Email Thread Regarding 102
16	RIPA Roadmap with Azure_1.pptx	16 Hidden City Party ID 17 NUMBER 33 Email Thread Regarding 109
17	NUMBER 19 Email Thread Regarding 69	Landline (L4) Update
18	RE PNR MRCROV	NUMBER 34 Email Thread Regarding Delta 113
	NUMBER 20 Email Thread Regarding 73	19 Air Lines/Booking Policy
19 20	Skiplagged NUMBER 21 Email Thread Regarding 75	Update 20
	Skiplagged 75	NUMBER 35 Email Thread Regarding Revenue 118 21 Engineering - January 2023 -
21	NUMBER 22 Email Thread Regarding 78	Priorities
22		NUMBER 36 Email Thread Regarding Revenue 122
23	NUMBER 23 Message Exchange on Chat 80 Platform	23 Engineering - January 2023 -
24	NUMBER 24 Email Thread Regarding 81	Priorities 24
25	RE PNR MCRCROV	NUMBER 37 Email Thread Regarding 126 25 This is Interesting
	Page 7	Page 8
1	EXHIBIT INDEX CONTINUED	1 THE VIDEOGRAPHER: All right. We are now on
_	DEPOSITION DESCRIPTION PAGE	the record. Today's date is May the 30th, 2024, and the
2	EXHIBIT MARKED/IDENTIFIED	
3	NUMBER 38 Email Thread Regarding 134	
3	Banning a Customer for	4 videotaped deposition of Marcial Lapp.
4	Skiplagging?	5 Counsel may identify themselves at this time;
5	NUMBER 39 MI:33 LitPak #230066 136	6 afterwards, the court reporter will swear in the witness.
6	NOWIDER 37 WILSS LIFAK #250000 130	7 MR. KIRKMAN: I am Bill Kirkman. I'm here
_		8 with Abigail Campbell on behalf of Skiplagged, Inc.
8		9 MR. MUYSKENS: I'm Nathan Muyskens on behalf
9		10 of American Airlines.
-		11 MS. JOHNSTON: Alyssa Ortiz Johnston on
10		12 behalf of American Airlines.
11		
12		-
13		14 Airlines.
14		15 MS. DIPPIE: Leana Dippie with American
15		16 Airlines.
16		17 MARCIAL LAPP,
17		having been first duly sworn, testified as follows:
18		19 DIRECT EXAMINATION
19		20 BY MR. KIRKMAN:
20		21 Q. All right. Would you please identify yourself for
21		
22		22 the record.
		23 A. My name is Marcial Lapp. I work for American
23		
23 24		24 Airlines.
		24 Airlines.25 Q. And how do you spell your first name?

2 (Pages 5 to 8)

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	Page 9		Page 10
1	A. M-a-r-c-i-a-l.	1	optimize our prices.
2	Q. All right. And how old of a man are you,	2	Q. Okay. And you indicated you received a different
3	Mr. Lapp?	3	permission or position last week?
4	A. 41, unfortunately.	4	A. Correct.
5	Q. Unfortunately?	5	Q. Okay.
6	A. Yeah.	6	A. It's increased scope but still the same team.
7	Q. Well, you you're talking to a guy a lot older	7	Q. So what is your position now or your title?
8	than that, let me tell you.	8	A. I'm Vice President of Revenue Engineering.
9	How long have you worked for American?	9	Q. And what kind of increase in scope did you obtain?
10	A. Going on 13 years.	10	A. We have or prior to last week, we had a
11	Q. And what is it that you do? What is your title?	11	different kind of organizational structure in terms of the
12	A. My title is the Vice President of Revenue	12	commercial group that was led by our Chief Commercial
13	Engineering at American Airlines.	13	Officer. He has since left, and so we are now taking that
14	Q. And how long have you been the Vice President	14	responsibility, making sure that it's covered, let's say,
15	or excuse me, the Director of Revenue Engineering?	15	that way.
16	A. Just to be clear, so my title changed as of last	16	Q. Okay. When you do you remember the year you
17	week. So before that, I was the Managing Director of the	17	started with American?
18	Revenue Engineering team.	18	A. 2012.
19	Q. Okay. Until last week, your title was Managing	19	Q. And what did you do at that time? In other words,
20	Director of Revenue Engineering?	20	what was your titled position of employment?
21	A. Correct.	21	A. I was an analyst in the Revenue Management team.
22	Q. How do you engineer revenue?	22	Q. And how long were you an analyst?
23	A. We are the technical team that supports all of the	23	A. I would say probably until 2015 maybe, somewhere
24	revenue generation functions of American Airlines. So	24	around there.
25	think of us as teams that design algorithms/math to	25	Q. All right. And what happened in 2015?
	Page 11		Page 12
1	A. I was promoted to a management role, which meant	1	A. Then I was promoted to the role of Director of
2	that I was a leader of a team. And so at that point, my	2	Operations Research.
3	title became Manager of, I believe, Revenue Management.	3	Q. And do you remember when that was?
4	Q. Different than Director of Revenue Management?	4	A. I I believe it was about 2018.
5	A. Correct.	5	Q. You can just ballpark as best as you can.
6	Q. So 2015, you became a manager into a management	6	A. Yeah.
7	role as Manager of Revenue Engineering?	7	Q. That's just fine for now.
8	A. No. We called it Operations Research back then.	8	So you became Director of Operations Research
9	Q. Okay. And that was in 2015?	9	in 2018?
10	A. I I'm fairly certain. Right around the merger,	10	A. I think that's right, yes.
11	so 2014, 2015, sometime like that.	11	Q. And how long did you hold that position?
12	Q. Merger of what?	12	A. Probably a year and a half, I think. Yes.
13	A. American Airlines and US Airways.	13	Q. And then what did you do?
14	Q. And that was when?	14	A. And then I was promoted to Managing Director of
	A 2014 2012 2014 T. 1 171	15	the Revenue Management development group when my previous
15	A. 2014. 2013, 2014. Took a while.		
	Q. And so how long did you stay in that position?	16	boss at the time retired.
15		16 17	Q. And that was mid-2019, do you think?
15 16	Q. And so how long did you stay in that position?		
15 16 17	Q. And so how long did you stay in that position?A. Within that specific position, I would like to say	17	Q. And that was mid-2019, do you think?
15 16 17 18	Q. And so how long did you stay in that position?A. Within that specific position, I would like to say it was probably a year and a half maybe a year, year and	17 18	Q. And that was mid-2019, do you think?A. I think, yes. Early 2019, I believe.Q. How long did you stay in that position?A. That was the position that I had as of last week.
15 16 17 18 19	 Q. And so how long did you stay in that position? A. Within that specific position, I would like to say it was probably a year and a half maybe a year, year and a half; after which I switched into a senior manager role 	17 18 19	Q. And that was mid-2019, do you think?A. I think, yes. Early 2019, I believe.Q. How long did you stay in that position?
15 16 17 18 19 20	Q. And so how long did you stay in that position? A. Within that specific position, I would like to say it was probably a year and a half maybe a year, year and a half; after which I switched into a senior manager role of our Mexico/Caribbean/Latin America entity.	17 18 19 20	Q. And that was mid-2019, do you think?A. I think, yes. Early 2019, I believe.Q. How long did you stay in that position?A. That was the position that I had as of last week.
15 16 17 18 19 20 21	Q. And so how long did you stay in that position? A. Within that specific position, I would like to say it was probably a year and a half maybe a year, year and a half; after which I switched into a senior manager role of our Mexico/Caribbean/Latin America entity. Q. And when was that?	17 18 19 20 21 22 23	Q. And that was mid-2019, do you think?A. I think, yes. Early 2019, I believe.Q. How long did you stay in that position?A. That was the position that I had as of last week.We've just rebranded the title a little bit.
15 16 17 18 19 20 21 22	 Q. And so how long did you stay in that position? A. Within that specific position, I would like to say it was probably a year and a half maybe a year, year and a half; after which I switched into a senior manager role of our Mexico/Caribbean/Latin America entity. Q. And when was that? A. I believe it was around 2016, 2017. 	17 18 19 20 21 22	 Q. And that was mid-2019, do you think? A. I think, yes. Early 2019, I believe. Q. How long did you stay in that position? A. That was the position that I had as of last week. We've just rebranded the title a little bit. Q. Okay. So you essentially stayed in the same

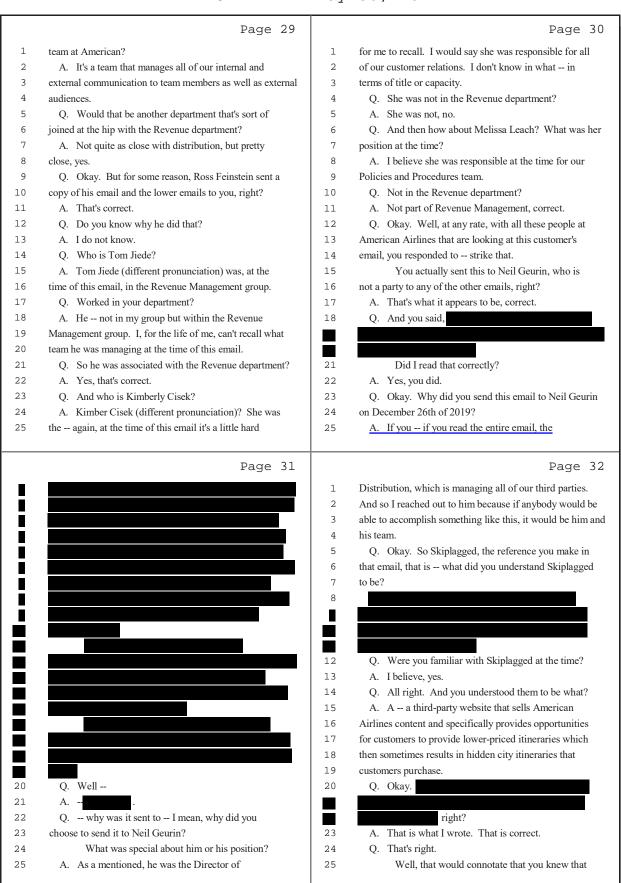
3 (Pages 9 to 12)

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	Page 13		Page 14
1	in that role. But I'm sure you're familiar, you know, we	1	A. Correct.
2	change organizational structures, meaning that sometimes	2	Q. All right. Let me ask you, from 2019 through
3	I you know, a team moves into my team; sometimes we	3	today, can you generally describe what it is that you do
4	change organizational structures and somebody moves out of	4	or that you did during that period for American Airlines?
5	my team.	5	You don't need to be specific. I'm trying to just get some
6	So but within that role, yes, that was my	6	sense of what you did.
7	title for probably the three years, two years.	7	A. Yes. So the the what I will explain is kind
8	Q. What did you do before you went to work for	8	of the role of our team. So we are, like I said,
9	American Airlines?	9	responsible for all of the systems that power American
10	A. I was a student.	10	Airlines revenue generation. So we have, you know, various
11	Q. Where?	11	systems that have to come together to create, what we call,
12	A. University of Michigan.	12	our prices in the marketplace. So what you see on AA.com,
13	Q. Huh. What years did you attend University of	13	and those systems are designed, maintained, and built
14	Michigan?	14	within my team.
15	A. 2001 until 2012.	15	Q. And that's essentially what you've done since
16	Q. That's longer than I stayed in school, so tell me	16	2019?
17	what you did.	17	A. That's correct.
18	A. I was a professional student. So, yeah, I was	18	Q. Let me hand you I'm going to show you a bunch
19	there for my undergraduate degree, my and and let's	19	of exhibits. I guess really before I do that, let me ask
20	just say a few graduate degrees.	20	you, have you ever had your deposition taken before?
21	Q. So you did you graduate in 2012 from the	21	A. No.
22	University of Michigan?	22	Q. Do you kind of understand what goes on?
23	A. Correct.	23	A. I think so, yes.
24	Q. And then what did you do after that? Go right to	24	Q. Did you meet with some lawyers ahead of time to
25	work for American Airlines?	25	get an idea of what's going to happen here?
	Page 15		Page 16
	A T 11.1		
1	A. I did, yes.	1	won't do this with every one, but I just kind of want to
1 2	A. 1 did, yes. Q. And so you understand that, above all, you're	1 2	won't do this with every one, but I just kind of want to get an understanding.
	•		
2	Q. And so you understand that, above all, you're	2	get an understanding.
2	Q. And so you understand that, above all, you're obligated to tell the truth?	2	get an understanding. You are the sender of this email, right?
2 3 4	Q. And so you understand that, above all, you're obligated to tell the truth?A. Uh-huh.	2 3 4	get an understanding. You are the sender of this email, right? A. That's correct.
2 3 4 5	Q. And so you understand that, above all, you're obligated to tell the truth?A. Uh-huh.Q. You need to say "yes" or "no."	2 3 4 5	get an understanding. You are the sender of this email, right? A. That's correct. Q. And then the information that's in all caps to the
2 3 4 5 6	 Q. And so you understand that, above all, you're obligated to tell the truth? A. Uh-huh. Q. You need to say "yes" or "no." A. Correct. Yes. 	2 3 4 5 6	get an understanding. You are the sender of this email, right? A. That's correct. Q. And then the information that's in all caps to the right of your name, what is that information?
2 3 4 5 6 7	 Q. And so you understand that, above all, you're obligated to tell the truth? A. Uh-huh. Q. You need to say "yes" or "no." A. Correct. Yes. Q. And do you understand that if you don't tell the 	2 3 4 5 6 7	get an understanding. You are the sender of this email, right? A. That's correct. Q. And then the information that's in all caps to the right of your name, what is that information? A. I do not know what that represents.
2 3 4 5 6 7 8	 Q. And so you understand that, above all, you're obligated to tell the truth? A. Uh-huh. Q. You need to say "yes" or "no." A. Correct. Yes. Q. And do you understand that if you don't tell the truth, that I can point that out at trial and show that 	2 3 4 5 6 7 8	get an understanding. You are the sender of this email, right? A. That's correct. Q. And then the information that's in all caps to the right of your name, what is that information? A. I do not know what that represents. Q. Okay. When you send an email, does that always
2 3 4 5 6 7 8	 Q. And so you understand that, above all, you're obligated to tell the truth? A. Uh-huh. Q. You need to say "yes" or "no." A. Correct. Yes. Q. And do you understand that if you don't tell the truth, that I can point that out at trial and show that American is being less than candid? 	2 3 4 5 6 7 8 9	get an understanding. You are the sender of this email, right? A. That's correct. Q. And then the information that's in all caps to the right of your name, what is that information? A. I do not know what that represents. Q. Okay. When you send an email, does that always appear? A. Not when I'm no, I don't think so. Q. Okay. Then who is Darrin Goodreau?
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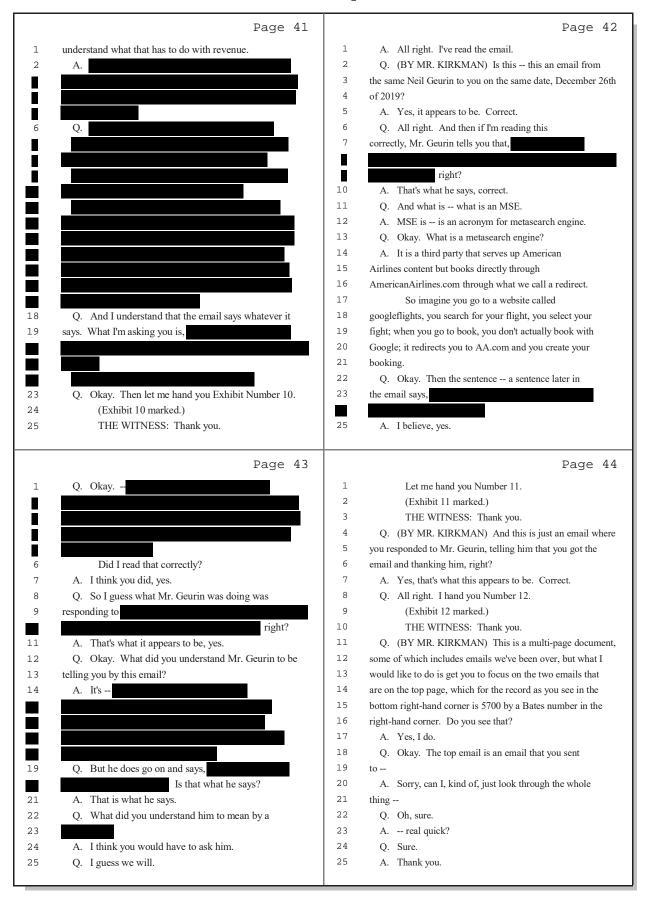
4 (Pages 13 to 16)

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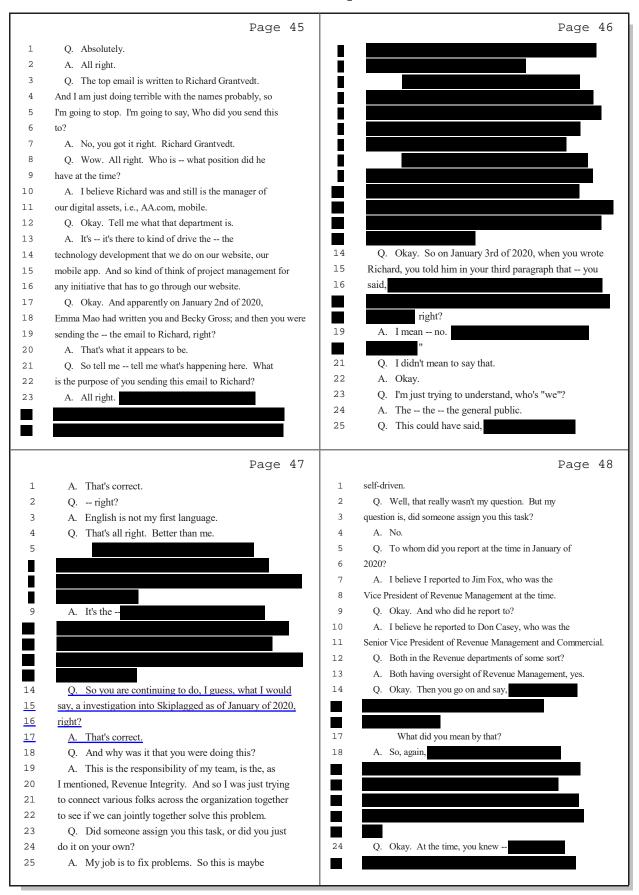
8 (Pages 29 to 32)

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11 (Pages 41 to 44)

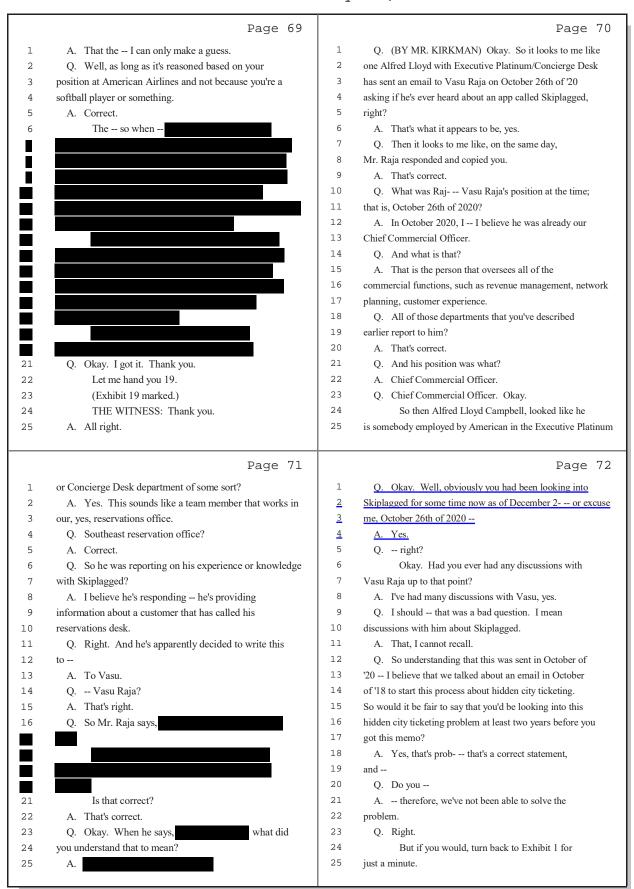
Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 16 of 509 PageID 7901 MARCIAL LAPP May 30, 2024



12 (Pages 45 to 48)

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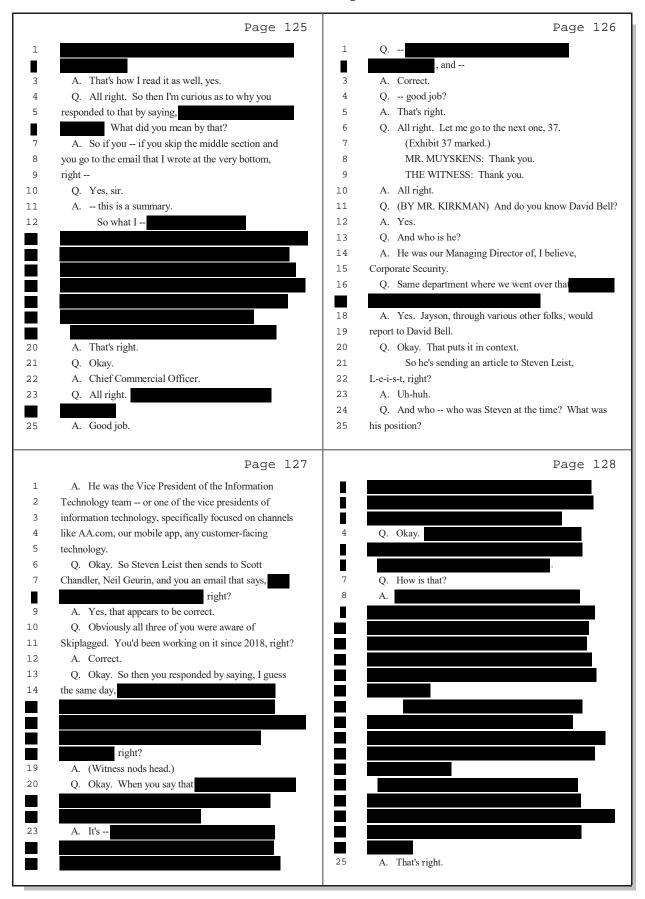
Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 17 of 509 PageID 7902 MARCIAL LAPP May 30, 2024



18 (Pages 69 to 72)

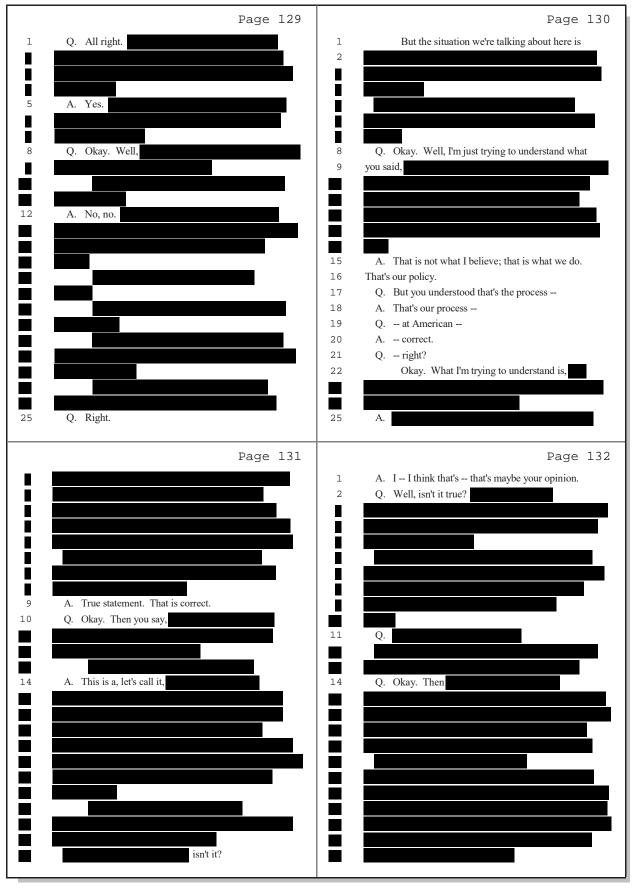
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Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 18 of 509 PageID 7903 MARCIAL LAPP May 30, 2024



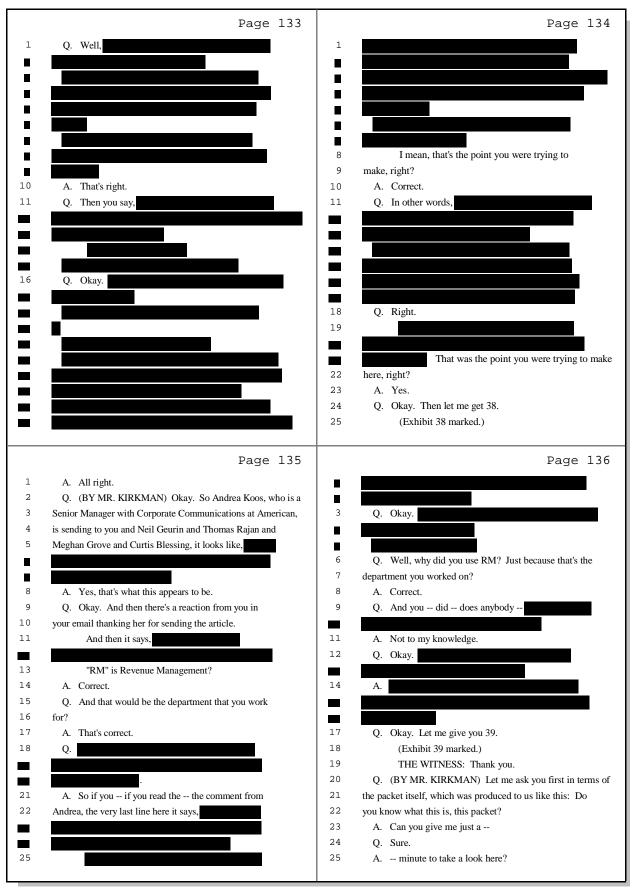
32 (Pages 125 to 128)

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 19 of 509 PageID 7904 MARCIAL LAPP May 30, 2024



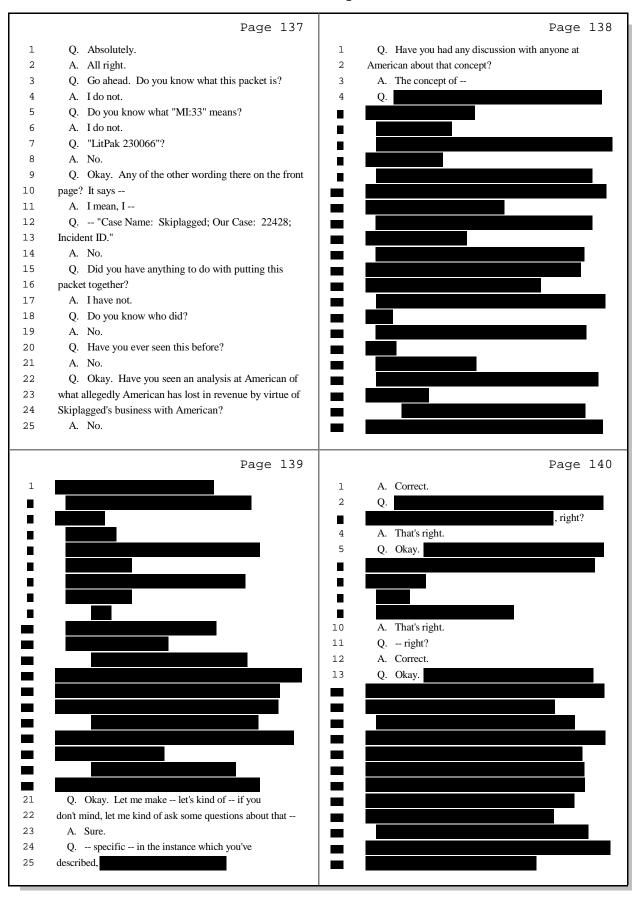
33 (Pages 129 to 132)

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 20 of 509 PageID 7905 MARCIAL LAPP May 30, 2024



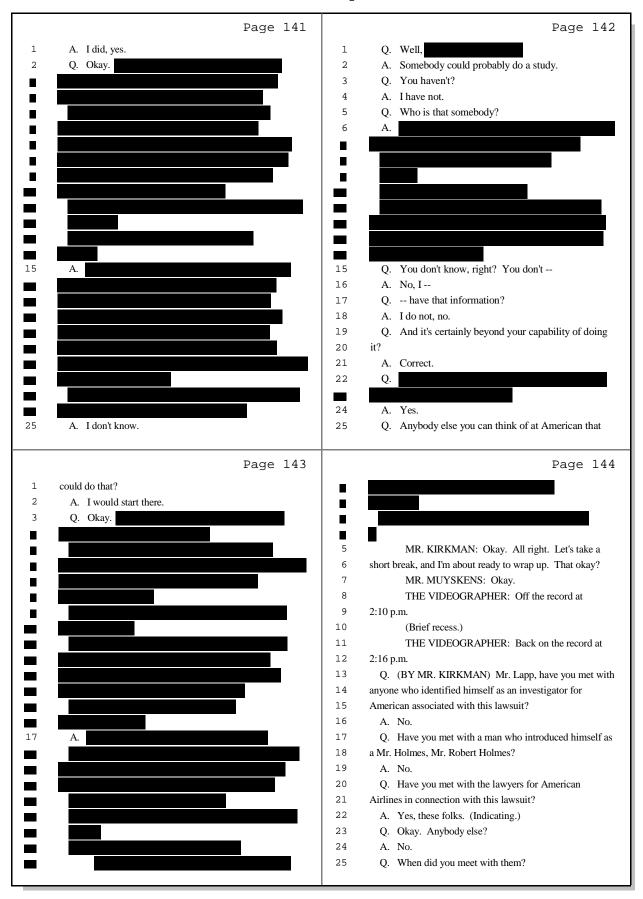
34 (Pages 133 to 136)

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 21 of 509 PageID 7906 MARCIAL LAPP May 30, 2024



35 (Pages 137 to 140)

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 22 of 509 PageID 7907 MARCIAL LAPP May 30, 2024



36 (Pages 141 to 144)

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	Page 145		Page 146
1	A. Over the past month, probably four times.	1	WITNESS: MARCIAL LAPP
2	Q. Okay. These specific lawyers, nobody else; is	2	DATE TAKEN: MAY 30, 2024
3	that right?	3	
4	A. I yes. I know I'm looking at you guys, but,	4	CORRECTIONS AND SIGNATURE
5	yes, that's	5	
6	Q. Have you been involved in gathering documents for	6	
7	discovery production?	7	
8	A. Me no. No.	8	
9	Q. Has anyone asked you to gather documents for	9	
10	discovery production in this case?	10	
11	A. No.	11	
12	MR. KIRKMAN: Okay. Okay. No further	12	
13	questions.	13	
14	MR. MUYSKENS: Thank you.	14	
15	THE VIDEOGRAPHER: Before we go off the	15	
16	record, besides Mr. Kirkman, does anybody need a copy of	16	
17	the video?	17	
18	MR. MUYSKENS: At some point.	18	
19	THE VIDEOGRAPHER: Okay. All right. We are	19	
20	off the record at 2:17 p.m.	20	
21	(End of proceedings.)	21	
22	(End of proceedings)	22	
23		23	
24		24	
25		25	
		23	
	Page 147		Page 148
1	Page 147 I, MARCIAL LAPP, have read the foregoing deposition and	1	Page 148 IN THE UNITED STATES DISTRICT COURT
2	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct,		IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS
2	I, MARCIAL LAPP, have read the foregoing deposition and	1 2	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION
2	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct,		IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., *
2 3 4 5	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct,	2	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION
2 3 4	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above. MARCIAL LAPP	2 3 4	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. * Civil Action No.
2 3 4 5 6	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above. MARCIAL LAPP THE STATE OF	2	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. * Civil Action No.
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2 3 4 5 6 7 8 9	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above. MARCIAL LAPP THE STATE OF	2 3 4 5	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. * Civil Action No.
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2 3 4 5 6 7 8 9 10 11 12 13 14 15	I, MARCIAL LAPP, have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above. MARCIAL LAPP THE STATE OF	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. * Civil Action No.
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		Page 146
1	WITNESS: MARCIAL LAPP	
2	DATE TAKEN: MAY 30, 2024	
3		
4	CORRECTIONS AND SIGNATURE	
5	Page 54 In 22 and page 55 In 8 - replace with	
6	Page 55 In 25 and page 108 In 8 - replace with	
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	Page 147
1	I, MARCIAL LAPP, have read the foregoing deposition and
2	hereby affix my signature that same is true and correct,
3	except as noted above.
4	
5	MARCIAL LAPP
6	
7	THE STATE OF LEXOS)
8	COUNTY OF)
9	Before me, Marcial Lapp, on this day personally appeared MARCIAL LAPP, known to me (or proved to me under
10	oath or through) (description of identify card or other document) to be the person whose name is
11	subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and
12	consideration therein expressed.
13	Given under my hand and seal of office this The day of A.D., 2024.
14	(Live fourles
15	NOTARY PUBLIC IN AND FOR THE STATE OF CXO
16	My Commission Expires: $11-08-2027$
17	
18	CHRISTINA JANE GOURLEY Notary Public, State of Texas
19	Notary Public, 881-08-2027 Comm. Expires 11-08-2027 Notary ID 134638944
20	William.
21	
22	
23	
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Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 26 of 509 PageID 7911 MARCIAL LAPP May 30, 2024

Page 149 That pursuant to information given to the deposition officer at the time and testimony was taken, the following includes counsel for all parties of record: FOR THE PLANTIFE, AMERICAN ARILINES, INC: MR. NATHAN J. MILYSKENS Greenberg Trantig, LLP nathan nuwyskens @glaw.com MS. ALYSSA ORTIZ JOHNSTON Greenberg Trantig, LLP joinston @glaw.com FOR THE DEFENDANT, SKIPLAGGED, INC: MS. MULLIAM L. KRIKMAN Kirkman Lave Time, PLLC 11 MS. ABIGAIR, R.S. CAMPBELL Condon Tobin Sladed Thomtom Nevenberg, PLLC acampbell@condorbin.com MS. ABIGAIR, R.S. CAMPBELL Condon Tobin Sladed Thomtom Nevenberg, PLLC acampbell@condorbin.com Transacript and any ceptos of exhibits; If further certify that I am neither counsel for related to not employed by any of the questies or attempts in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.				
deposition officer at the time said testimony was taken, the following includes counsel for all parties of record: FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.: MR. NATHAN J. MUYSKENS Greenberg Traurig, LLP nathan.muyskens@gtlaw.com MS. ALYSSA ORTIZ JOHNSTON Greenberg Traurig, LLP johnston@gtlaw.com FOR THE DEFENDANT, SKIPLAGGED, INC.: MR. WILLIAM L. KIRKMAN Kirkman Law Firm, PLLC billk@kirkmanlawfirm.com MS. ABIGAIL R.S. CAMPBELL Condon Tobin Sladek Thornton Nerenberg, PLLC acampbell@condotobin.com That \$ is the deposition officer's charges to the Defendant for preparing the original deposition transcript and any copies of exhibits; I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action.		Page 149		Page 150
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FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.: MR. NATHAN J. MUYSKENS Greenberg Traurig, LLP nathan.muyskens@gtlaw.com MS. ALYSSA ORTIZ JOHNSTON Greenberg Traurig, LLP johnston@gtlaw.com MR. WILLIAM L. KIRKMAN Kirkman Law Firm, PLLC Dillk@kirkmanlawfirm.com MS. ABIGAIL R.S. CAMPBELL Condon Tobin Sladek Thornton Nerenberg, PLLC acampbell@condotobin.com That \$ is the deposition officer's charges to the Defendant for preparing the original deposition transcript and any copies of exhibits; I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action. Amy Massey, Texas CSR 6254 Expiration Date: 1/31/25 Amy Massey, Texas CSR 6254 Expiration Date: 1/31/26 Amy Massey, Texas 76028 Phone: 817-447-6721 amymasseyassociates @panil.com 7 9 10 FOR THE DEFENDANT, SKIPLAGGED, INC.: 11 12 13 14 14 15	2	deposition officer at the time said testimony was taken,		
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FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.: 5 MR. NATHAN J. MUYSKENS 6 Greenberg Traurig, LLP nathan.muyskens@gtlaw.com 7 MS. ALYSSA ORTIZ JOHNSTON 8 Greenberg Traurig, LLP johnston@gtlaw.com 9 FOR THE DEFENDANT, SKIPLAGGED, INC.: 11 MR. WILLIAM L. KIRKMAN Kirkman Law Firm, PLLC 12 billk@kirkmanlawfirm.com 13 MS. ABIGAIL R.S. CAMPBELL Condon Tobin Sladek Thornton Nerenberg, PLLC 14 acampbell@condotobin.com 15 That \$\sum_{\text{in}}\$ is the deposition officer's charges to the Defendant for preparing the original deposition 17 transcript and any copies of exhibits; 18 19 I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and 22 further that I am not financially or otherwise interested in the outcome of the action. 24 Expiration Date: 1/31/25 Amy Massey & Assoc., Inc. Firm Registration Number 404 6724 Kirk Lane Burleson, Texas 76028 Phone: 817-447-6721 amymasseyassociates@gmail.com 7 7 8 9 10 FOR THE DEFENDANT, SKIPLAGGED, INC.: 9 11 12 13 14 15 15 16 16 17 17 18 19 16 17 17 18 19 20 21 21 22 22 23 23 24	4		3	Amy Massey, Texas CSR 6254
MR. NATHAN J. MUYSKENS Greenberg Traurig, LLP nathan.muyskens@gtlaw.com MS. ALYSSA ORTIZ JOHNSTON Greenberg Traurig, LLP johnston@gtlaw.com FOR THE DEFENDANT, SKIPLAGGED, INC.: MR. WILLIAM L. KIRKMAN Kirkman Law Firm, PLLC billk@kirkmanlawfirm.com MS. ABIGAIL R.S. CAMPBELL Condon Tobin Sladek Thornton Nerenberg, PLLC acampbell@condotobin.com That \$ is the deposition officer's charges to the Defendant for preparing the original deposition transcript and any copies of exhibits; I further certify that I am neither counsel for, related to, nor employed by any of the parties or attorneys in the action in which this proceeding was taken, and further that I am not financially or otherwise interested in the outcome of the action. Amy Massey & Assoc., Inc. Firm Registration Number 404 6724 Kirk Lane Burleson, 7e2as 76028 Phone: 817-447-6721 amymasseyassociates@gmail.com 10 11 12 13 14 15 15 16 16 17 17 18 19 20 20 21 21 22 23 24		FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.:		
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24 24				
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38 (Pages 149 to 150)

Exhibit A-2

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 28 of 509 PageID 7913 RAYMOND SCOTT CHANDLER June 7, 2024

	Page 1			Page	2
	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. *Civil Action No. * 4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * **********************************	1 2 3 4 5 6 7 8 9 10 11 12 13	A P P E A R A N C E S FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.: MR. NATHAN J. MUYSKENS Greenberg Traurig, LLP 2101 L Street, N.W. Suite 1000 Washington, D.C. 20037 202-331-3100 nathan.muyskens@gtlaw.com MS. ALYSSA ORTIZ JOHNSTON Greenberg Traurig, LLP 2200 Ross Avenue Suite 5200 Dallas, Texas 75201 214-665-3600 johnston@gtlaw.com FOR THE DEFENDANT, SKIPLAGGED, INC.: MR. WILLIAM L. KIRKMAN Kirkman Law Firm, PLLC 201 Main Street Suite 1160 Fort Worth, Texas 76102 817-336-2800	Page	2
	ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER, produced as a witness at the instance of the Defendant, and duly sworn, was taken in the above-styled and -numbered cause on the 7th day of June, 2024, from 10:05 a.m. to 12:56 p.m., before Amy Massey, CSR in and for the State of Texas, reported by machine shorthand, at the offices of Kelly Hart & Hallman, LLP, 201 Main Street, Suite 2500, in the City of Fort Worth, County of Tarrant, State of Texas, pursuant to the Federal Rules of Civil Procedure and the provisions stated on the record or attached hereto.	15 16 17 18 19 20 21 22 23 24 25	billk@kirkmanlawfirm.com MS. ABIGAIL R.S. CAMPBELL Condon Tobin Sladek Thornton Nerenberg, PLLC 8080 Park Lane Suite 700 Dallas, Texas 75231 214-265-3800 acampbell@condotobin.com Also Present: Mr. Jeremy Ballew American Airlines Ms. Leana Dippie American Airlines Intern Mr. Joseph McDermott, Videographer Elite Video Productions 214-747-1952		
	Page 3			Page	4
1 2 3 4 5 6 7	INDEX PAGE Appearances	1 2 3 4 5 6	EXHIBIT INDEX DEPOSITION DESCRIPTION PAGE EXHIBIT MARKED/IDENTIFIED NUMBER 1 Email Correspondence Regarding 19 Skiplagged.com NUMBER 2 Email Correspondence Regarding 24 Skiplagged NUMBER 3 Email Correspondence Regarding 31 YUL and YTO Agents Short-Checking Bags		
8 9 10 11 12 13	Signature and Changes	8 9 10 11 12	NUMBER 4 Email Correspondence Regarding YUL and YTO Agents Short-Checking Bags NUMBER 5 Email Correspondence Regarding Baggage NUMBER 6 Email Correspondence Regarding Hidden City with Bag Delivery		
15 16 17 18 19 20		14 15 16 17 18 19	NUMBER 7 American Airlines AWG Policy Review October 2018 NUMBER 8 American Airlines Fraud, Security, and Integrity Teams Printout NUMBER 9 Email Correspondence Regarding American Airlines Travel News and Information - An Update on Booking and Ticketing Practices		
21 22 23 24 25		21 22 23 24 25	NUMBER 10 Email Correspondence Regarding American Airlines Travel News and Information - An Update on Booking and Ticketing Practices NUMBER 11 Email Correspondence Regarding Hidden City FYI & Question 64 65 66 67 68 69 69 69 60 60 60 60 60 60 60		

1 (Pages 1 to 4)

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	Page 5		Page 6
1	EXHIBIT INDEX CONTINUED	1	PROCEEDINGS
2	DEPOSITION DESCRIPTION PAGE EXHIBIT MARKED/IDENTIFIED	2	(Federal read-on waived by agreement of all
3		3	parties.)
4	NUMBER 12 Email Correspondence Regarding 78 Media Inquiries About	4	(On the record at 10:05 a.m.)
	Hidden City Ticketing	5	RAYMOND SCOTT CHANDLER,
5	NUMBER 13 Email Correspondence Regarding 80	6	having been first duly sworn, testified as follows:
6	Dallas Morning News Inquiry	7	DIRECT EXAMINATION
7	Re: Skiplagging	8	BY MR. KIRKMAN:
	NUMBER 14 Email Correspondence Regarding 83	9	Q. Please state your full name for the record, sir.
8	Dallas Morning News Inquiry Re: Skiplagging	10	A. Raymond Scott Chandler.
9		11	Q. And, Mr. Chandler, how old of a man are you?
0	NUMBER 15 Email Correspondence Regarding 87 Dallas Morning News Inquiry	12	A. 59.
	Re: Skiplagging	13	Q. And where do you work?
1	NUMBER 16 Email Correspondence Regarding 90	14	A. At American Airlines.
2	DMN Unsigned Editorial	15	Q. And what is your current official position with
3	About Skiplagging	16	American?
	NUMBER 17 Email Correspondence Regarding 109	17	A. Senior Vice President of Revenue and Loyalty.
4	DMN Unsigned Editorial About Skiplagging with	18	Q. And how long have you been a Senior Vice President
5	Attached Article	19	of Revenue and Loyalty?
6 7		20	A. About a year and a half. Before that, I was the
8		21	Vice President of Revenue and Loyalty, since January '21.
9		22	Q. All right. I think I understand "revenue" in the
1		23	context of American Airlines, but what does "loyalty" mean
2		24	A. The AAdvantage program.
4		25	Q. So you became the Vice President of Revenue and
	Page 7		Page 8
1	_		5
_	Loyalty at American in January of '21?	1	A. I was the Managing Director of Pacific Revenue
2	Loyalty at American in January of '21? A. Yes.	1 2	A. I was the Managing Director of Pacific Revenue Management.
	A. Yes.		A. I was the Managing Director of Pacific Revenue Management. THE REPORTER: Of revenue
2	• •	2	Management. THE REPORTER: Of revenue
2	A. Yes. Q. And so when did you become the Senior Vice	2	Management.
2 3 4	A. Yes.Q. And so when did you become the Senior VicePresident?A. Middle of '22.	2 3 4	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that?
2 3 4 5	A. Yes. Q. And so when did you become the Senior Vice President?	2 3 4 5	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management.
2 3 4 5 6	 A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice 	2 3 4 5 6	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry.
2 3 4 5 6 7	 A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What 	2 3 4 5 6 7	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia.
2 3 4 5 6 7 8	 A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as 	2 3 4 5 6 7 8	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia.
2 3 4 5 6 7 8 9	 A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. 	2 3 4 5 6 7 8	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area?
2 3 4 5 6 7 8 9	 A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue 	2 3 4 5 6 7 8 9	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes.
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2 3 4 5 6 7 8 9 .0 .1 .2 .3	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function?	2 3 4 5 6 7 8 9 10 11 12 13 14	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the
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2 3 4 5 6 7 8 9 .0 .1 .2 .3 .4 .5 .6 .7 .8 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function? A. We helped the commercial teams make decisions, so how can they make better decisions using data, analytics, math, smart people on the team, things like that. Q. And when you say "the commercial teams," what do	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the Pacific management of the Pacific region, what did you do? A. I was the Managing Director of Systems and Development.
2 3 4 5 6 7 8 9 0 1 .2 .3 .4 .5 .6 .7 .7 .8 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9 .9	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function? A. We helped the commercial teams make decisions, so how can they make better decisions using data, analytics, math, smart people on the team, things like that. Q. And when you say "the commercial teams," what do you mean by that?	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the Pacific management of the Pacific region, what did you do? A. I was the Managing Director of Systems and Development. Q. And when did you obtain that position?
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 19 19 19 19 19 19 19 19 19 19 19 19	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function? A. We helped the commercial teams make decisions, so how can they make better decisions using data, analytics, math, smart people on the team, things like that. Q. And when you say "the commercial teams," what do you mean by that? A. The Revenue Management team in particular. We	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the Pacific management of the Pacific region, what did you do? A. I was the Managing Director of Systems and Development. Q. And when did you obtain that position? A. In various forms, since 2011. So through the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function? A. We helped the commercial teams make decisions, so how can they make better decisions using data, analytics, math, smart people on the team, things like that. Q. And when you say "the commercial teams," what do you mean by that? A. The Revenue Management team in particular. We also help Network team, the Loyalty team, anybody that's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the Pacific management of the Pacific region, what did you do? A. I was the Managing Director of Systems and Development. Q. And when did you obtain that position? A. In various forms, since 2011. So through the merger, different functions were traded around but that was
2 3 4 5 6 7 8 9 L0 L1 L2 L3 L4 L5 L6 L7 L8 L9 20	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function? A. We helped the commercial teams make decisions, so how can they make better decisions using data, analytics, math, smart people on the team, things like that. Q. And when you say "the commercial teams," what do you mean by that? A. The Revenue Management team in particular. We also help Network team, the Loyalty team, anybody that's involved with revenue production.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the Pacific management of the Pacific region, what did you do? A. I was the Managing Director of Systems and Development. Q. And when did you obtain that position? A. In various forms, since 2011. So through the merger, different functions were traded around but that was essentially what I was doing.
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	A. Yes. Q. And so when did you become the Senior Vice President? A. Middle of '22. Q. All right. And prior to you becoming Vice President of Revenue and Loyalty, what did you do? What was your position? A. I was a Managing Director of Revenue Analysis as of January of 2020. Q. Okay. The title is Managing Director of Revenue Analysis? A. Correct. Q. And what did you do in that function? A. We helped the commercial teams make decisions, so how can they make better decisions using data, analytics, math, smart people on the team, things like that. Q. And when you say "the commercial teams," what do you mean by that? A. The Revenue Management team in particular. We also help Network team, the Loyalty team, anybody that's	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	Management. THE REPORTER: Of revenue THE WITNESS: Revenue Management. THE REPORTER: The word before that? THE WITNESS: Pacific. Sorry. Q. (BY MR. KIRKMAN) Like, the Pacific Coast? A. Like, all of our flights to Asia and Australia. Q. Okay. Managing Director of Revenue Management for the Pacific area? A. Correct, yes. Q. And when did you obtain that position? A. December of 2019. Q. And prior to becoming the Revenue Director of the Pacific management of the Pacific region, what did you do? A. I was the Managing Director of Systems and Development. Q. And when did you obtain that position? A. In various forms, since 2011. So through the merger, different functions were traded around but that was

2 (Pages 5 to 8)

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	Page 9		Page 10
1	Q. And what did you do in Systems and Development	1	department within the Systems and Development department
2	generally?	2	A. Correct.
3	A. So all of the systems, so that support the	3	Q is that fair?
4	revenue production, they're there's a lot of them, and	4	A. That is fair.
5	so I would be responsible for them.	5	Q. Okay. Since apparently you have had some
6	Q. A lot of what?	6	experience with revenue, I guess one way American earns
7	A. Systems. The machine machines that run the	7	revenue is to sell airline tickets, right?
8	algorithms. There are things around how we manage	8	A. Yes.
9	inventory, how we work with vendors and partners, all of	9	Q. What other forms of revenue does American have
10	the supporting infrastructure.	10	that you would be managing when you were in the Revenue
11	Q. When you obtained your position in December of	11	department?
12	2019, did that involve revenue?	12	A. It was primarily selling tickets. We also have
13	A. Yes.	13	ancillary revenue like seats.
14	Q. Okay. You did not you were not associated with	14	Q. Tell me what the ancillary revenue is.
15	the Revenue Department prior to that time?	15	A. So you can buy a seat an actual seat on the
16	A. I was. I was in Revenue Management. So when I	16	plane for an added charge for if you want a better seat.
17	was in Systems and Development, it was part of the Revenue	17	Bags. When you pay for a bag, that is ancillary revenue.
18	Management department.	18	You can upgrade. You can pay to upgrade into a higher
19	Q. Okay. How long were you in the Revenue Management	19	cabin. That is ancillary revenue.
20	department in the Systems department?	20	Q. So baggage fees and upgrades and specific buying
21	A. I officially moved in 2010.	21	of seats would be considered ancillary revenue at American?
22	Q. Okay.	22	A. Correct.
23	A. I was a manager at the time.	23	Q. Let me make sure I understand what you mean, "buy
24	Q. So from 2010 up until you took the Pacific region	24	a seat." What do you mean by that?
25	in December 2019, you were within the Revenue Management	25	A. So you when you purchase a ticket to go from
	Page 11		Page 12
1	"A" to "B," you can be assigned a seat, you can assign	1	A. Yes.
2	have a seat on the plane; but if you want a specific seat,	2	Q. How long how many times?
3	we have access rules and options to purchase those seats.	3	A. I don't recall.
4	Q. That would be a specific seat as opposed to an	4	Q. More than ten?
5	upgrade?	5	A. No.
6	A. Correct.		A. NO.
	A. Collect.	6	Q. More than five?
7	Q. All right. Any other forms of ancillary revenue	6 7	Q. More than five?A. No. Less than five.
-			Q. More than five?
7	Q. All right. Any other forms of ancillary revenue other than what you've described?A. In-cabin fees.	7	Q. More than five?A. No. Less than five.Q. Were they when you were with American?A. Yes.
7	Q. All right. Any other forms of ancillary revenue other than what you've described?A. In-cabin fees.Q. What's that?	7 8	Q. More than five?A. No. Less than five.Q. Were they when you were with American?A. Yes.Q. Tell me the circumstances generally of what case
7 8 9	Q. All right. Any other forms of ancillary revenue other than what you've described?A. In-cabin fees.Q. What's that?A. When you bring a pet on board, there is a fee	7 8 9	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about?
7 8 9 10	Q. All right. Any other forms of ancillary revenue other than what you've described?A. In-cabin fees.Q. What's that?A. When you bring a pet on board, there is a fee associated with carrying a pet.	7 8 9 10 11 12	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I
7 8 9 10 11	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. 	7 8 9 10	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in.
7 8 9 10 11 12 13	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? 	7 8 9 10 11 12 13	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay.
7 8 9 10 11 12 13 14 15	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while 	7 8 9 10 11 12 13 14	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent
7 8 9 10 11 12 13 14 15	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. 	7 8 9 10 11 12 13 14 15	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered
7 8 9 10 11 12 13 14 15 16	Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. Q. Okay. Other than pet fees, what else?	7 8 9 10 11 12 13 14 15 16	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered patentable or, you know, what is our research and
7 8 9 10 11 12 13 14 15 16 17	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. Q. Okay. Other than pet fees, what else? A. Those are the primary ones. 	7 8 9 10 11 12 13 14 15 16 17	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered patentable or, you know, what is our research and development leading to. And then we had a suit against
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7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. Q. Okay. Other than pet fees, what else? A. Those are the primary ones. Q. Okay. A. They generate the majority of our ancillary revenue. Q. All right. All, I am gathering from your 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered patentable or, you know, what is our research and development leading to. And then we had a suit against people who were scraping our data. Q. So you gave depositions in those three litigation instances? A. Yes.
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. Q. Okay. Other than pet fees, what else? A. Those are the primary ones. Q. Okay. A. They generate the majority of our ancillary revenue. Q. All right. All, I am gathering from your testimony, is centering around the sale of tickets to fly? 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered patentable or, you know, what is our research and development leading to. And then we had a suit against people who were scraping our data. Q. So you gave depositions in those three litigation instances? A. Yes. Q. Okay. Tell me just generally what the SABRE case
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. Q. Okay. Other than pet fees, what else? A. Those are the primary ones. Q. Okay. A. They generate the majority of our ancillary revenue. Q. All right. All, I am gathering from your testimony, is centering around the sale of tickets to fly? A. The majority of the revenue. 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered patentable or, you know, what is our research and development leading to. And then we had a suit against people who were scraping our data. Q. So you gave depositions in those three litigation instances? A. Yes. Q. Okay. Tell me just generally what the SABRE case was about.
7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. All right. Any other forms of ancillary revenue other than what you've described? A. In-cabin fees. Q. What's that? A. When you bring a pet on board, there is a fee associated with carrying a pet. Q. I noticed you raised those, like, a month ago. Why did you do that? A. It was longer than a month ago. It was a while back. Q. Okay. Other than pet fees, what else? A. Those are the primary ones. Q. Okay. A. They generate the majority of our ancillary revenue. Q. All right. All, I am gathering from your testimony, is centering around the sale of tickets to fly? 	7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	 Q. More than five? A. No. Less than five. Q. Were they when you were with American? A. Yes. Q. Tell me the circumstances generally of what case they were. What was the subject matter about? A. We've had disagreements with say, SABRE, that I was involved in. Q. Okay. A. And we've had a disagreement with the patent office at one point on, you know, what was considered patentable or, you know, what is our research and development leading to. And then we had a suit against people who were scraping our data. Q. So you gave depositions in those three litigation instances? A. Yes. Q. Okay. Tell me just generally what the SABRE case

3 (Pages 9 to 12)

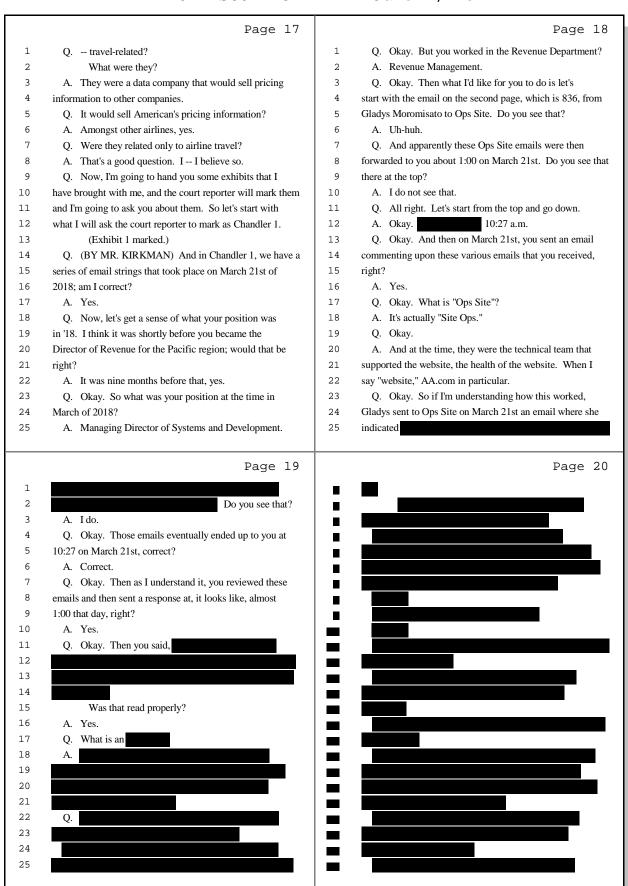
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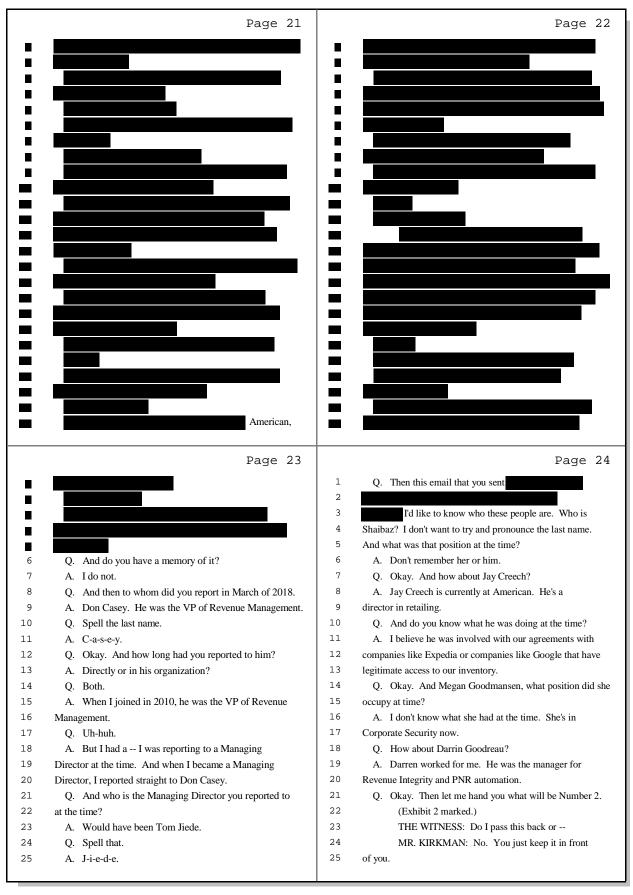
	Page 13		Page 14
1	content and what the agreements were between them.	1	A. Yes.
2	Q. Where was that suit pending?	2	Q. Who were the parties to the patent suit?
3	A. Fort Worth.	3	A. I don't remember.
4	Q. Was it state or federal court?	4	Q. Was the government a party?
5	A. I believe it was state.	5	A. I don't remember.
6	Q. And Kelly Hart representing?	6	Q. How long ago was that case?
7	A. Yes.	7	A. At least a decade ago or more.
8	Q. Who was the lawyer?	8	Q. And then you finally indicated you gave a
9	A. I don't remember.	9	deposition in a case where there was the scraping of data
10	Q. And the patent litigation, where was that pending?	10	involved?
11	A. I believe it was here as well.	11	A. Yes.
12	Q. Federal court?	12	Q. And who were the parties in that case?
13	A. I don't recall.	13	A. There's a company called QL2.
14	Q. And who was the principal lawyer representing?	14	Q. QL2?
15	A. Don't remember.	15	A. Correct.
16	Q. Don't remember?	16	Q. Okay. Is that who American sued?
17	A. No.	17	A. Yes.
18	Q. Was Kelly Hart involved in that?	18	Q. And where was that suit?
19	A. I don't that one, I don't remember. That was a	19	A. Here in Fort Worth.
20	long time ago.	20	Q. In state or federal court?
21	Q. I understand you say it had to do with research	21	A. I believe that was state as well.
22	and development related to a patent?	22	Q. State?
23	A. It was it was a tax-related thing with the	23	A. I believe.
24	government.	24	Q. Okay. And who were the lawyers that represented
25	Q. A tax-related?	25	American in the QL2 case?
	Page 15		Page 16
1	A. Do not remember.	1	Q. And your expert testimony, if I understand,
2	Q. You gave a deposition in that case?	2	
3	A. I did.	3	
4	Q. Do you remember giving a deposition any other	4	A. Correct.
5	times other than those three cases?	5	Q. Okay. Well, then, you know that you're obligated
6	A. No.	6	today to tell the truth?
7	Q. What was the subject matter of your testimony in	7	A. Yes.
8	the data scraping case, if you will?	8	Q. And you understand that if you do not tell the
9	A. I was a an expert witness on	9	truth, that, as the lawyers, we have the opportunity to
10		10	point that out to the court and challenge your credibility?
11		11	A. Okay.
12		12	Q. Can you define for me what is in the
13	Q. And that is what American accused QL2 of doing?	13	context of the QL2 suit?
14	A. Correct.	14	A.
15	Q. And was that matter tried? Was it settled? How	15	
16	did it resolve?	16	Q. When you say
17		17	what do you mean?
18	Q. And the name of the company was QL2?	18	A.
19	A. Correct.	19	
20	Q. Did they go by any other name?	20	Q. What business was QL2 in?
	A. They I believe they went they've gone	21	A. Reselling that data.
		22	Q. The data that you say that they scraped?
21	through some different incarnations. I don't know if they		2. The data that you buy that they becuped:
21 22	through some different incarnations. I don't know if they had other names at the time		A. Correct
21 22 23	had other names at the time.	23	A. Correct. O. Were they a travel agency? Were they
21 22			A. Correct.Q. Were they a travel agency? Were theyA. No.

4 (Pages 13 to 16)

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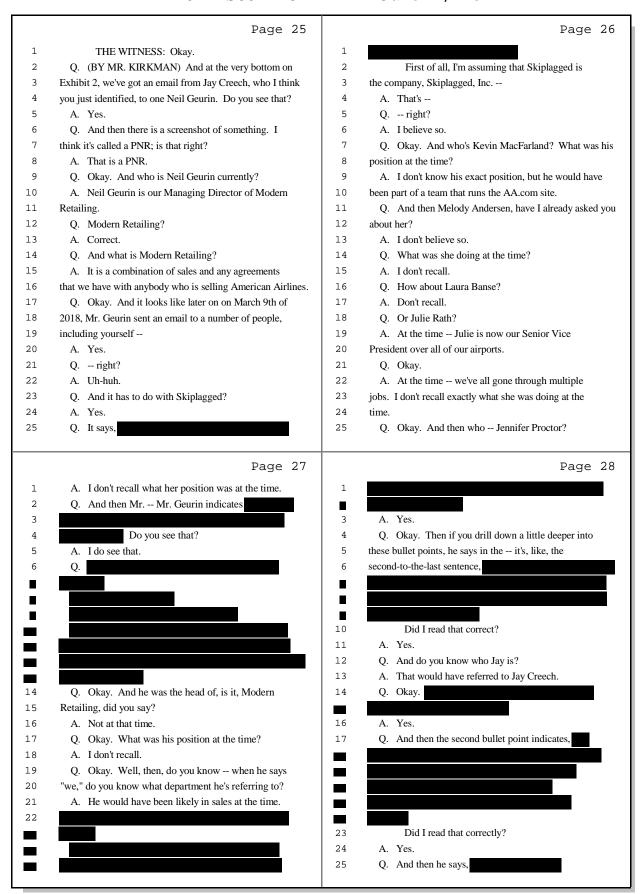


5 (Pages 17 to 20)



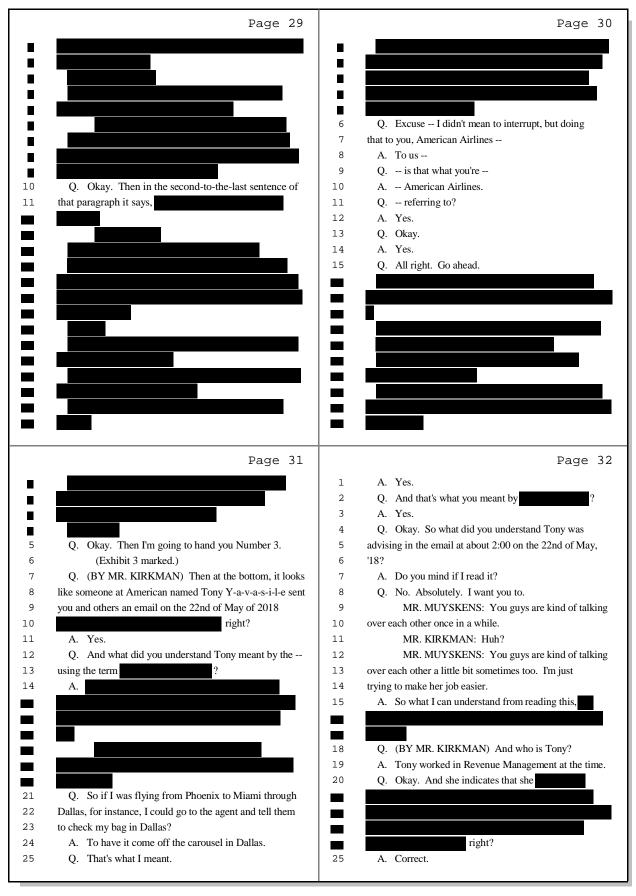
6 (Pages 21 to 24)

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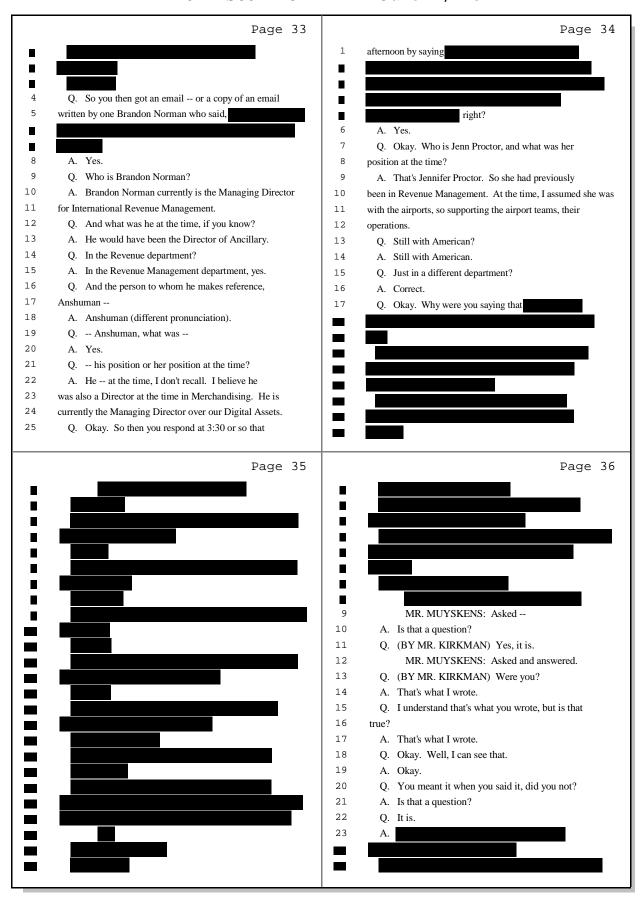
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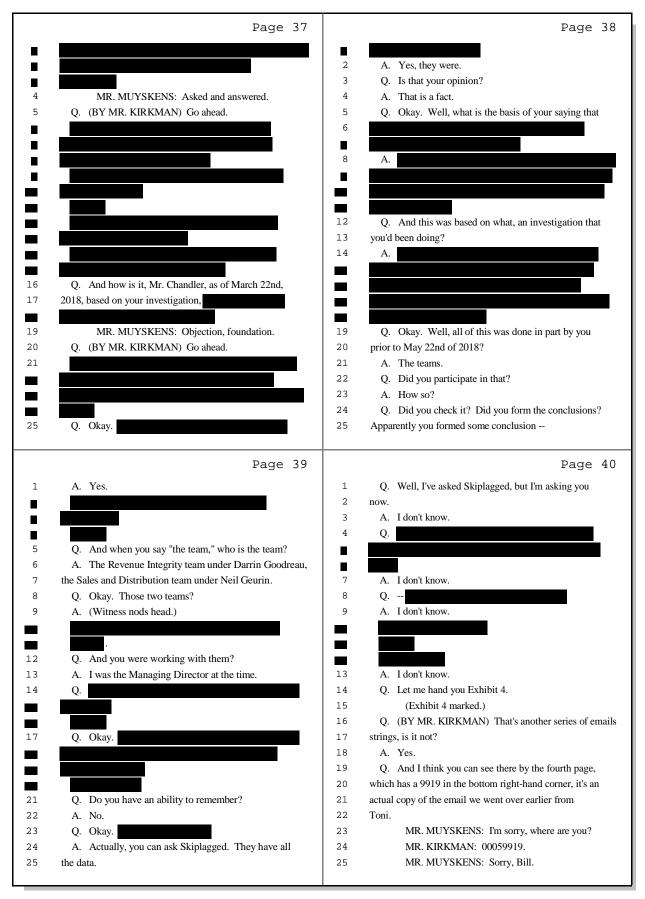
8 (Pages 29 to 32)

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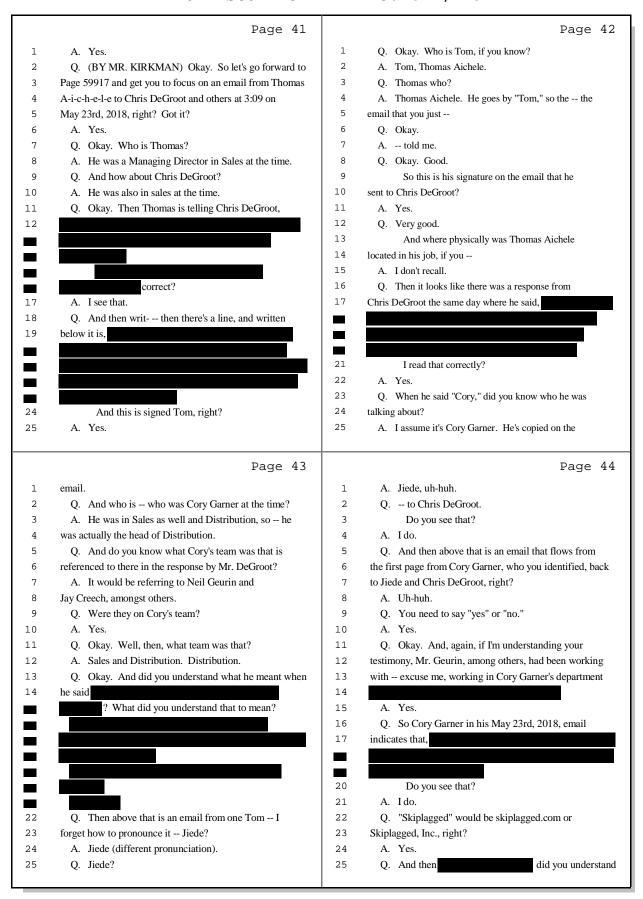
9 (Pages 33 to 36)

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10 (Pages 37 to 40)

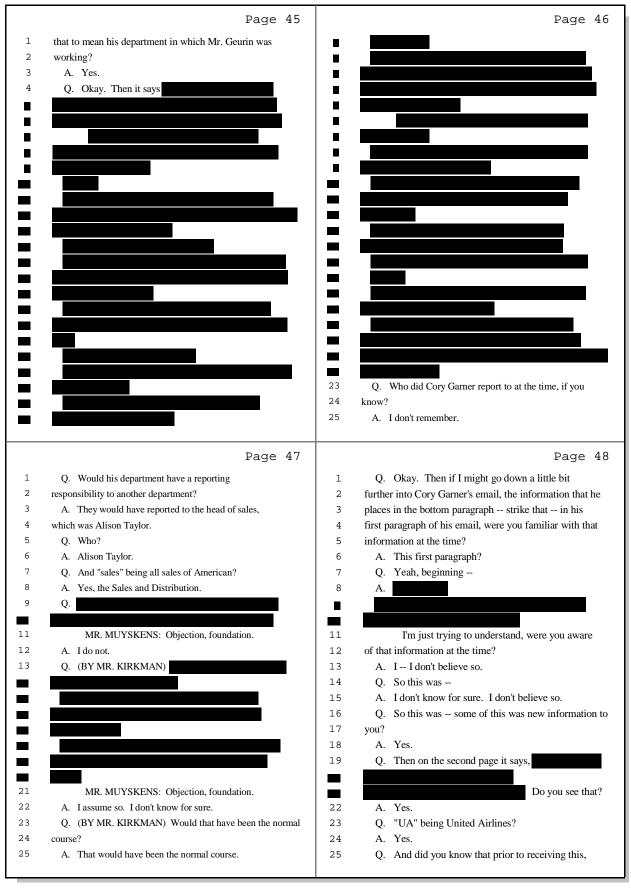
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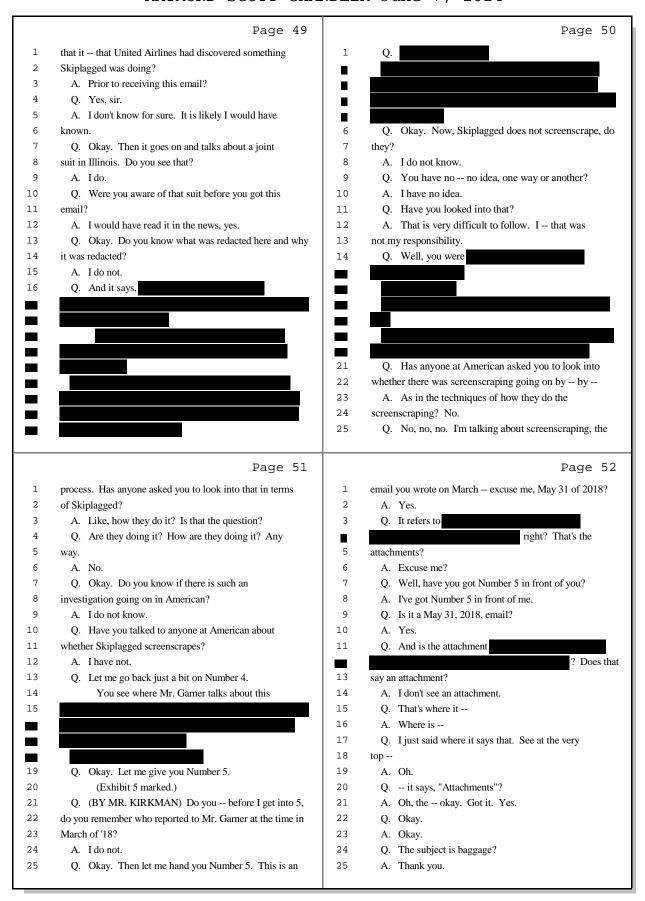
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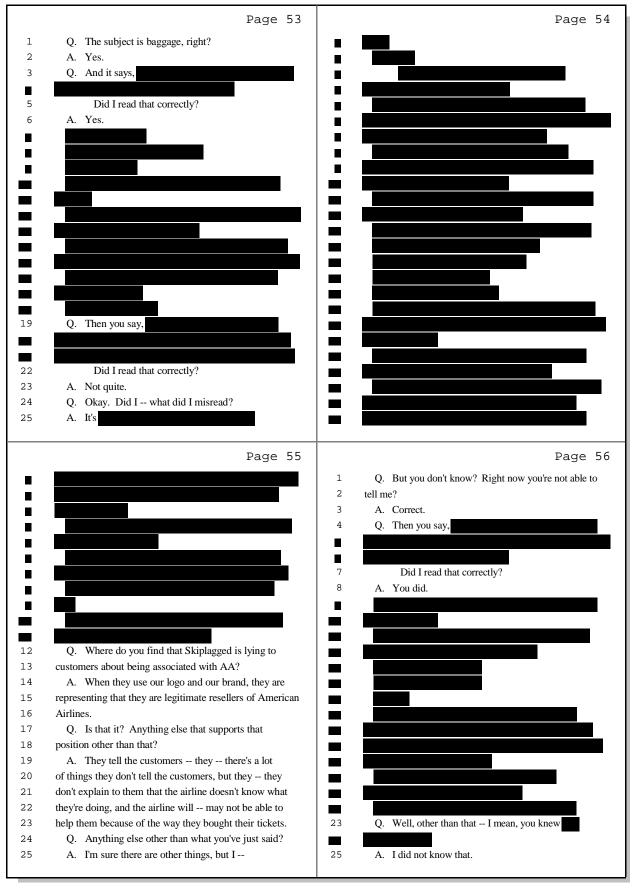
12 (Pages 45 to 48)

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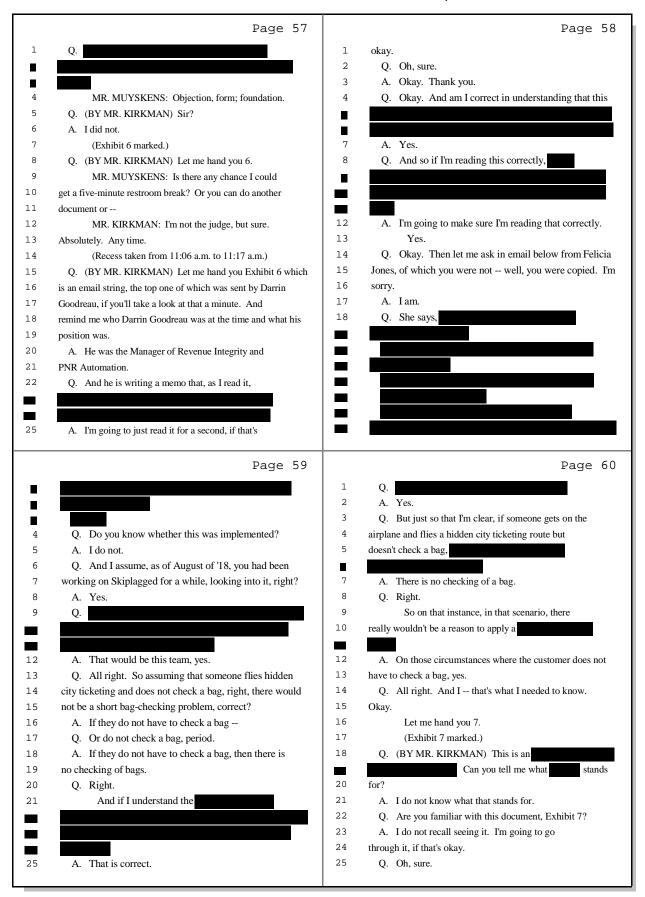
13 (Pages 49 to 52)

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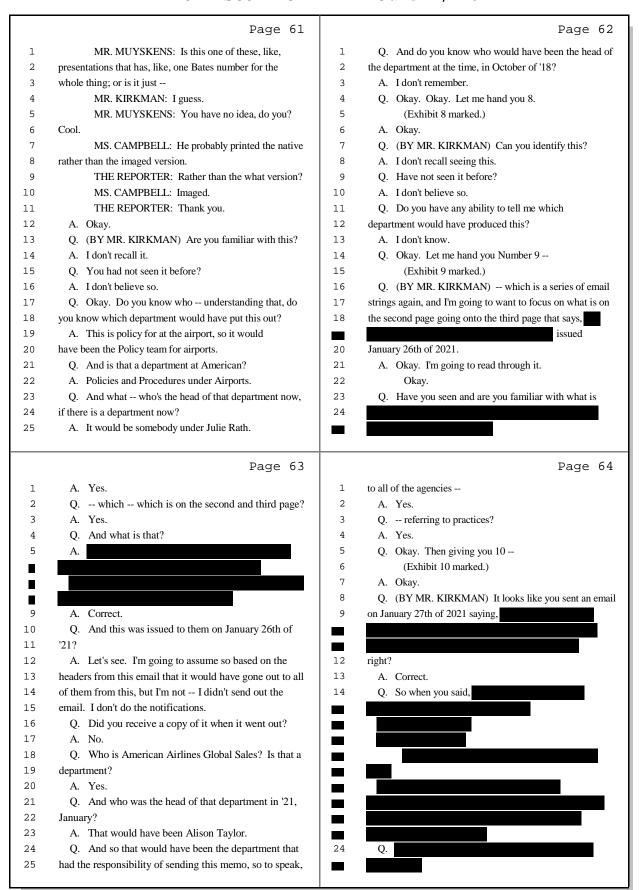
14 (Pages 53 to 56)

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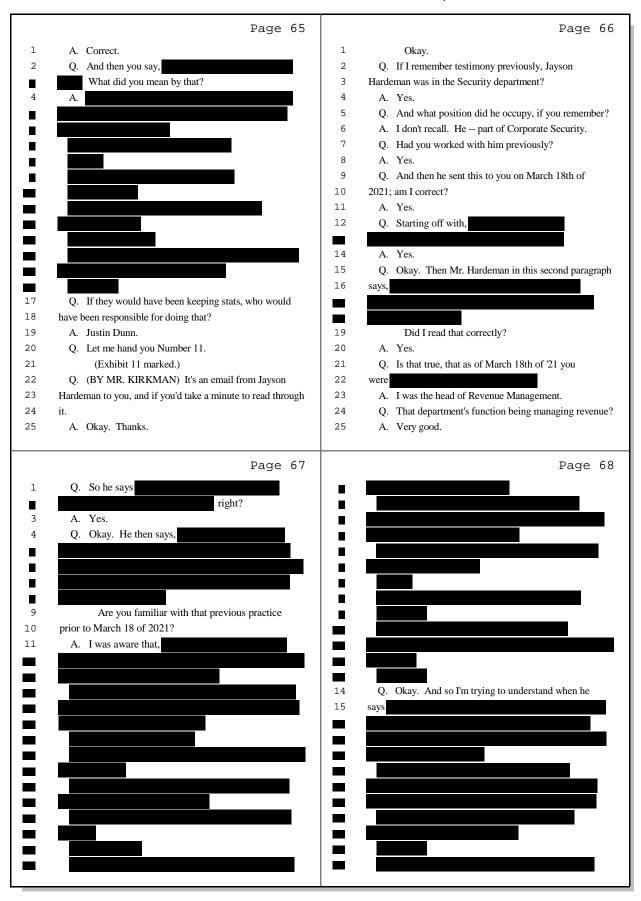
15 (Pages 57 to 60)

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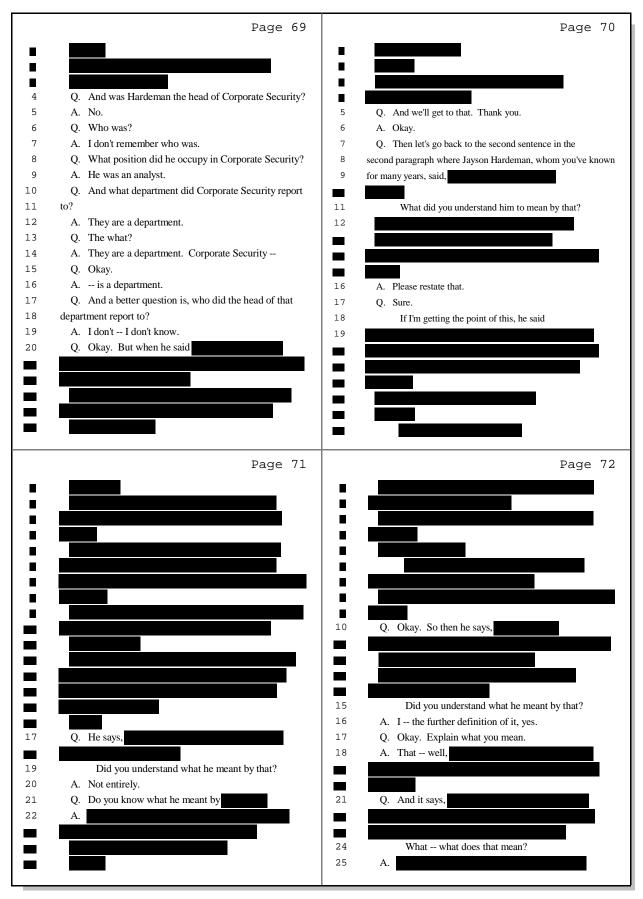
16 (Pages 61 to 64)

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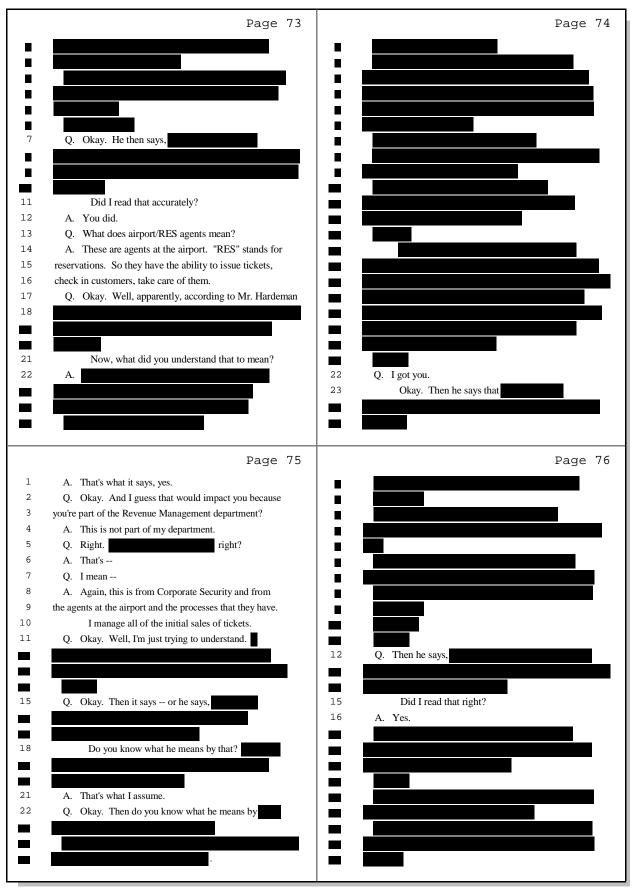
17 (Pages 65 to 68)

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18 (Pages 69 to 72)

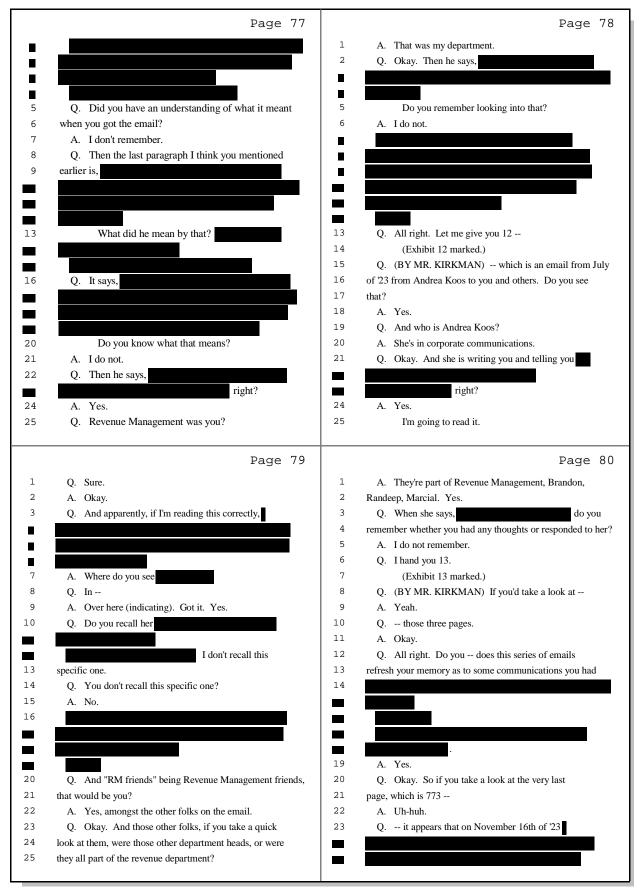
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19 (Pages 73 to 76)

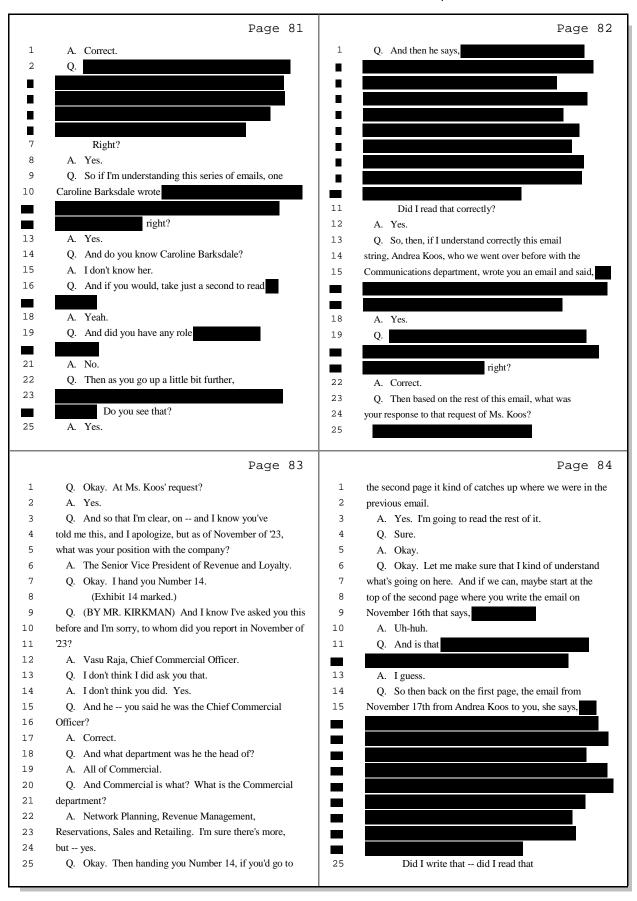
Amy Massey & Associates

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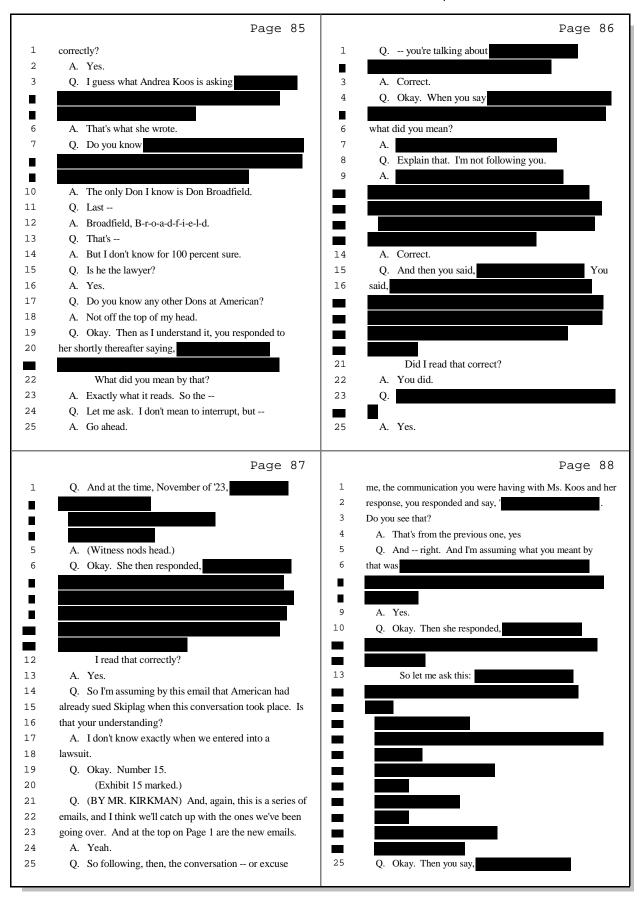
20 (Pages 77 to 80)

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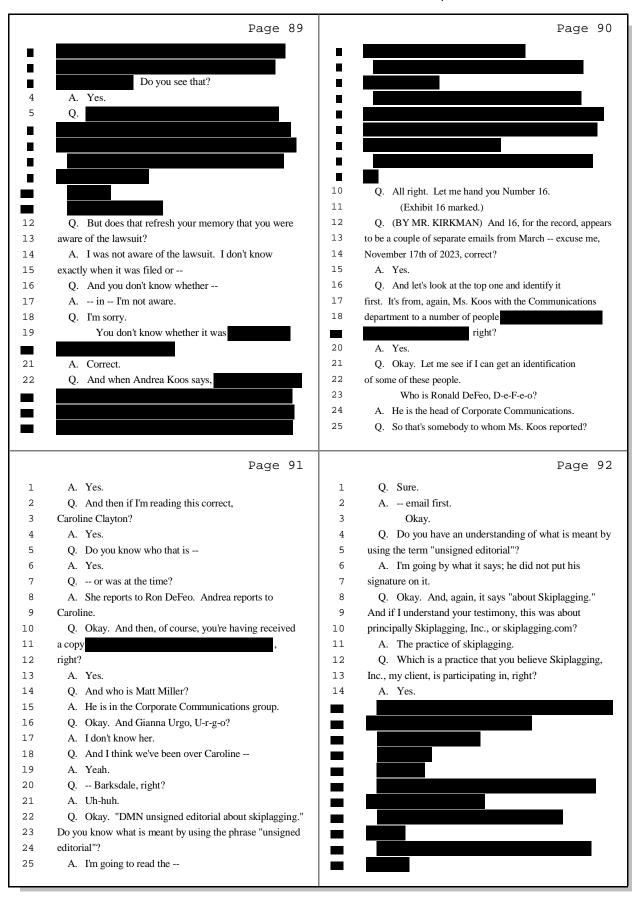
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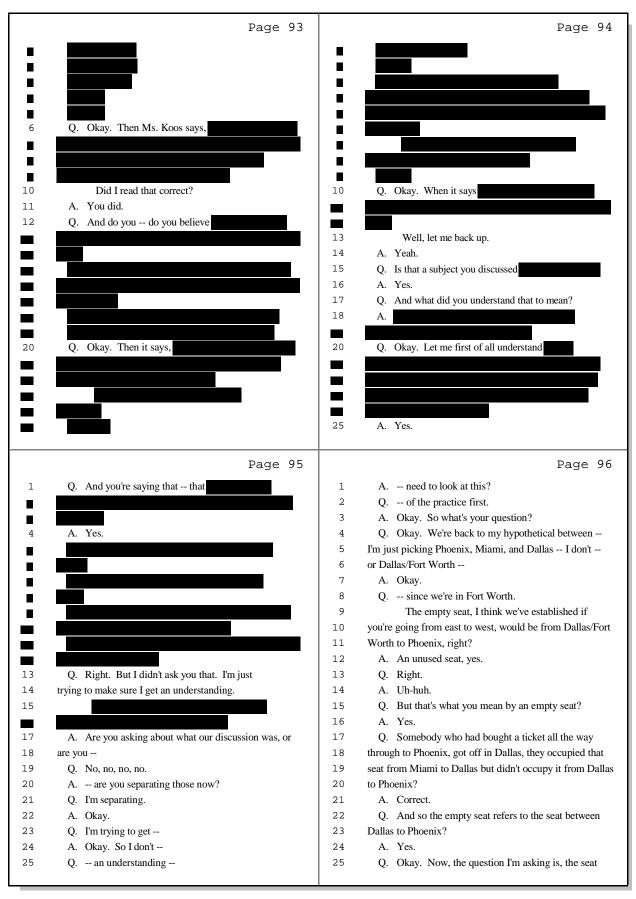
22 (Pages 85 to 88)

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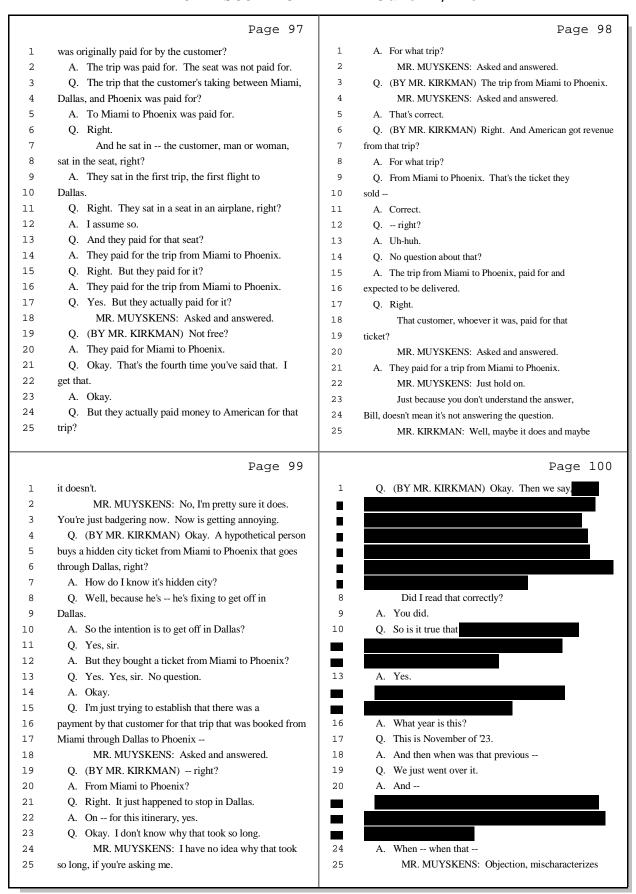
23 (Pages 89 to 92)

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24 (Pages 93 to 96)

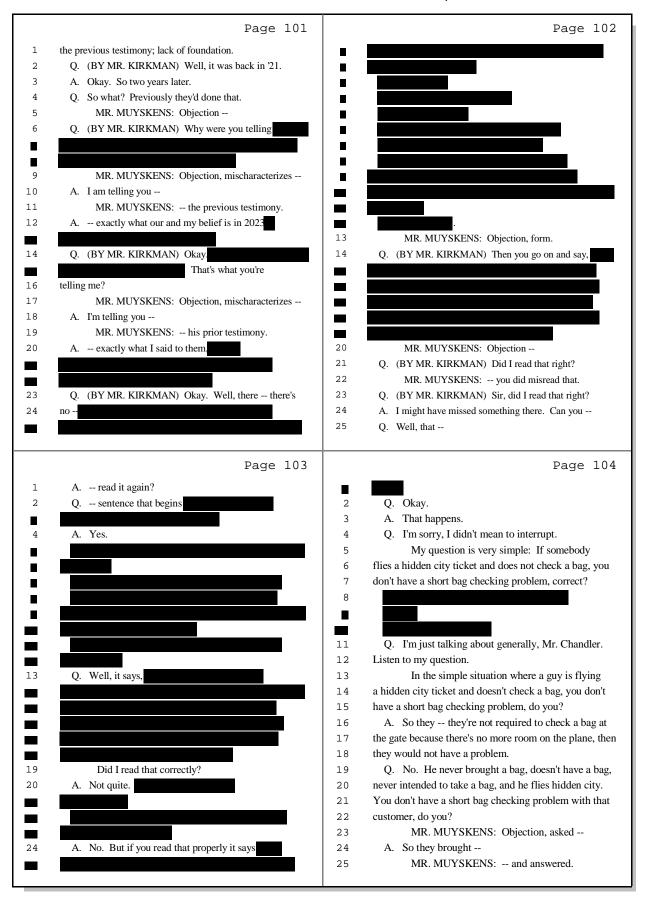
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25 (Pages 97 to 100)

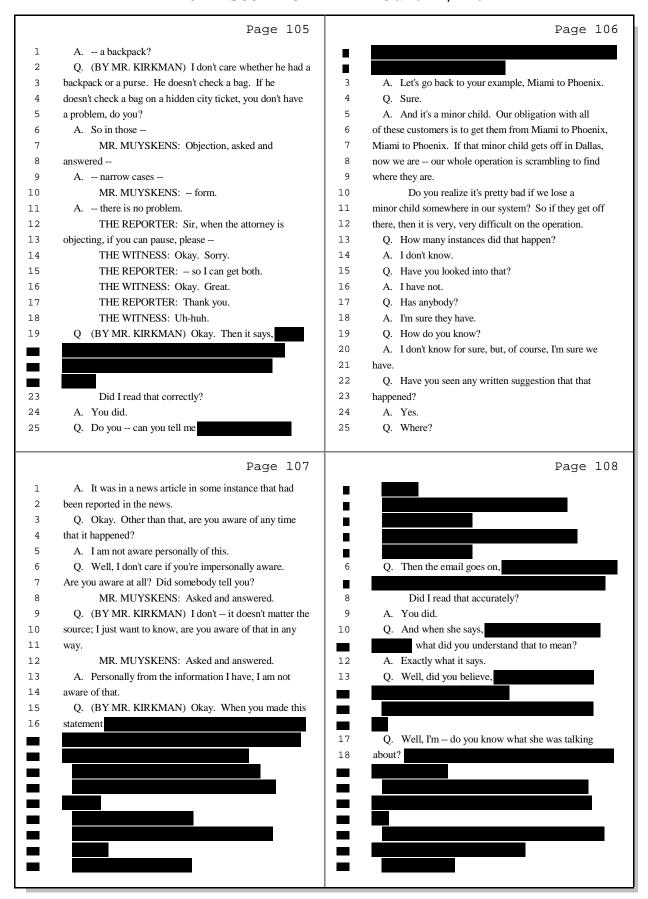
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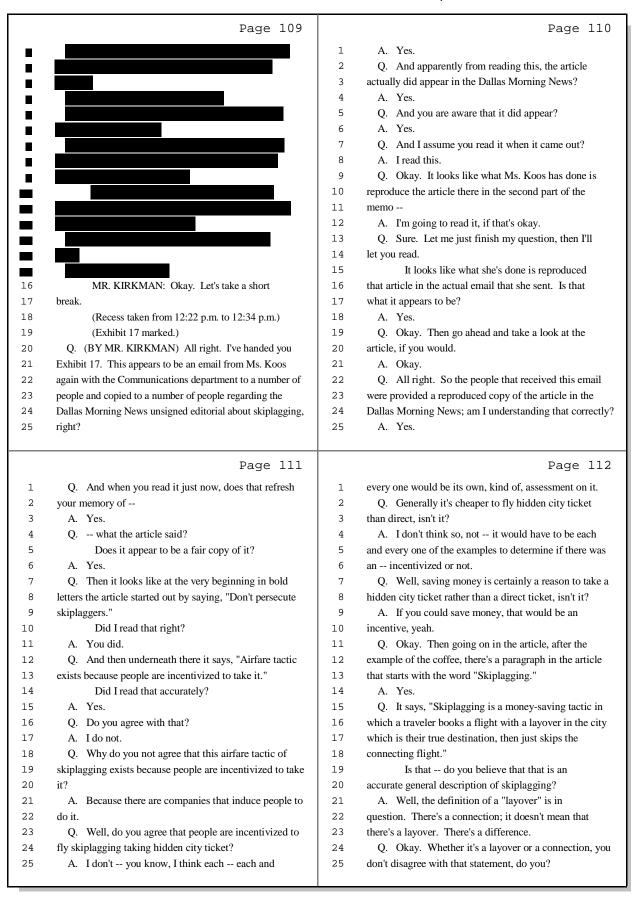


26 (Pages 101 to 104)

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27 (Pages 105 to 108)



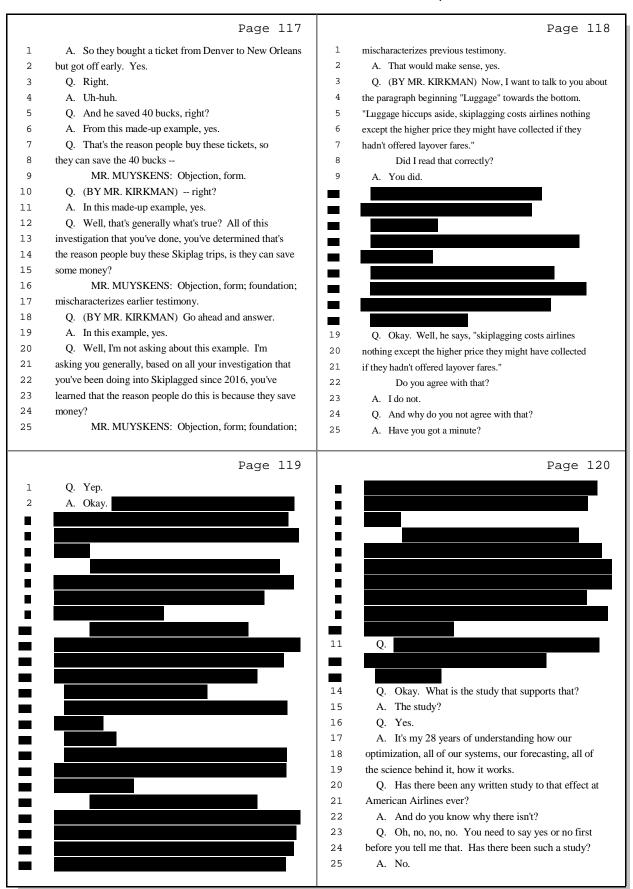
28 (Pages 109 to 112)

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	Page 113		Page 114
1	A. I don't disagree with that, no.	1	using. I forget sometimes whether I'm going
2	Q. Then it goes on to say, "It works because the	2	A. You were using
3	wacky pricing of airline flights sometimes means shorter	3	Q west to east, but let's go from Miami to
4	flights are more expensive."	4	Phoenix through Dallas.
5	Do you did I read that correctly?	5	Is that fair?
6	A. You read it correctly.	6	A. That's an example.
7	Q. Is it true that sometimes shorter flights are more	7	Q. Okay. Isn't it true that oftentimes it is cheaper
8	expensive than longer flights associated with hidden city	8	to fly from Miami through Dallas to Phoenix than it is just
9	ticketing?	9	to fly from Miami to Dallas?
10	A. It's it's not the distance of the flight that	10	A. Define "often."
11	matters.	11	Q. Often. Simple term.
12	Q. Well, what does matter?	12	A. More than 50 percent of the time? More than
13	A. It's the we're selling from an "A" to a "B."	13	10 percent of the time? More than 1 percent of the time?
14	So the market is what matters. Where you're starting and	14	More than 90 percent of the time? What does "often" mean
15	where you're saying you're going to go, that's how the	15	there?
16	pricing is done.	16	Q. Let's use let's use each one of your examples.
17	Q. Okay. You say "the market." Is that what do	17	More than 10 percent of the time?
18	you mean by "the market"?	18	A. I don't know.
19	A. Miami to Phoenix is the market. That's what we're	19	Q. More than 20 percent of the time?
20	pricing, is the market on buying I'm in Miami; I am	20	A. I don't know.
21	buying a ticket to go to Phoenix. Whether you go nonstop	21	Q. More than 30 percent of the time?
22	or connect or you connect over Chicago, that's the	22	A. I don't know.
23	that's not what we're pricing; we're pricing from Miami to	23	Q. More than 50 percent of the time?
24	Phoenix.	24	A. I don't know.
25	Q. Okay. Well, let's take one of the examples we're	25	Q. Then why did you ask me to separate those
	Page 115		Page 116
1	percentages if you don't know either one of them?	1	there, "A direct flight from Denver to Dallas might cost
2	A. Because you're trying to it matters on the	2	200; but a journey from Denver to New Orleans with a stop
3	exact example at the exact time that somebody is shopping	3	in Dallas might cost 160. You pay less to get more, even
4	for the ticket.	4	though you don't intend to use it all. Skiplag turns a
5	Q. But	5	liability (a layover) into an asset (cheaper fares)."
6	A. Because what's important is the ticket from Miami	6	Did you understand what he meant by that?
7	to Phoenix. That's what we're selling, Miami to Phoenix.	7	A. I can read that. Yes.
8	Q. Uh-huh.	8	Q. Did you understand what he meant by it?
9	A. Over Dallas, over Chicago, direct, that's not	9	A. Yes.
10	what's important. It's the Miami to Phoenix ticket that	10	Q. And isn't that an advantage to a consumer in that
11	we're selling.	11	instance where he saves 40 bucks?
12	Q. But the reason people fly hidden city ticketing	12	A. Why is that?
13	through/connecting with/layover is because it's cheaper,	13	Q. 200 less 160 is 40 bucks, right?
14	isn't it? That's why people do this.	14	A. So they are buying a ticket let me just get
15	MR. MUYSKENS: Objection, foundation.	15	this right from Denver to New Orleans. So they're
16	A. Oh, yeah, I'm I can't speculate on why they do	16	saying that they're going to go from Denver to New Orleans.
17	it.	17	That's what they're buying, they're buying a trip from
	Q. (BY MR. KIRKMAN) But you've been looking at this	18	Denver to New Orleans; but they're actually doing something
18		19	different; is that correct?
	for years, Mr. Chandler. Haven't you determined that		
18	for years, Mr. Chandler. Haven't you determined that that's the reason these people make these flights with	20	Q. I'm not changing what he said at all, sir.
18 19	·		Q. I'm not changing what he said at all, sir.A. Okay.
18 19 20	that's the reason these people make these flights with	20	
18 19 20 21	that's the reason these people make these flights with layovers and connections and then get off; because it's	20 21	A. Okay.
18 19 20 21 22	that's the reason these people make these flights with layovers and connections and then get off; because it's cheaper?	20 21 22	A. Okay.Q. He's buying a ticket from Denver to New Orleans

29 (Pages 113 to 116)

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30 (Pages 117 to 120)

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	Page 121		Page 122
1	Q. Okay. Have you ever seen such a study anywhere?	1	Q. You have no idea?
2	A. No.	2	A. I don't know.
3	Q. Have you seen such a study at Delta?	3	Q. Have you seen such a study?
4	A. I don't work with Delta.	4	A. No.
5	Q. Well, I didn't ask you if you worked with; I asked	5	Q. Have you talked to anyone who's done such a study?
6	you if you'd ever seen a study at Delta over that?	6	A. No.
7	A. Why would I see a study at Delta?	7	Q. Do you know what alleged revenue American says
8	Q. I don't know. I just asked you.	8	they're losing because of any operations of Skiplagged?
9	A. No.	9	A. We don't know what Skiplagged puts on us, so no.
10	Q. Okay.	10	Q. No.
11	A. I do not look at Delta studies.	11	My question is, do you know what alleged
12	Q. Have you seen any such study at United Airlines?	12	revenue American is losing because of what Skiplagged is
13	A. Same reason.	13	doing?
14	Q. Okay. You haven't seen any such study at	14	A. If Skiplagged would give us all of the tickets
15	American?	15	that they've sold, then we could do that.
16	A. No.	16	Q. Is that a no or a yes?
17	Q. Have you asked that such a study be run?	17	A. That's a no.
18	A. No.	18	Q. Okay. And why have they not done that?
19	Q. Has anyone at American asked that such a study be	19	A. Because we don't know what Skiplagged is selling.
20	run?	20	We do not know because they're doing it under the radar.
21	A. I don't know.	21	They don't have an agreement with us. They are accessing
22	Q. Has anyone at American done an analysis of what	22	our inventory without you know, by hiding it. So we
23	alleged revenue they're losing because of what Skiplagged	23	don't know the extent of what is being done. We do not
24	does?	24	know.
25	A. That is possible, but I don't know.	25	Q. Have you talked to anybody at American who says
	Page 123		Page 124
1	they're familiar with such a study about the revenue	1	Q. And what do you what activities have they done
2	allegedly lost because of any activities of Skiplagged?	2	to try to access that inventory?
3	A. No.	3	A. Skiplagged?
4	Q. And you are the head of Revenue?	4	Q. What have you done to investigate that?
5	A. I'm the head of Revenue Management currently.	5	A.
6	Q. Do you know of anybody in your department that's		
7	conducted such a study?		
8	A. From Skiplagged specifically? No.		
9	Q. Yeah, I'm talking about Skiplagged's effects on		
10	revenue.	10	Q. Okay. You said what was the other department
11	A. No, because we do not know what the extent is that	11	that you said was
12	Skiplagged sells tickets on behalf of American Airlines.	12	A. Distribution.
13	Q. Have you asked that such a study be done?	13	Q. And who's the head of that?
14	A. It's not possible to do it because we don't have	14	A. Neil Geurin.
15	the data.	15	Q. And do you know whether they've actually tried to
16	Q. Okay. What data are you talking about?	16	look at that?
	A. Skiplagged selling of hidden city tickets.	17	A. For years, yes.
17		18	Q. And how do you know that, from conversations with
17 18	Q. Have you done any kind of analyses about how		
	Q. Have you done any kind of analyses about how Skiplagged is assessing or accessing any of the	19	Mr. Geurin?
18		19 20	Mr. Geurin? A. Well, if you go back through all of these emails,
18 <u>19</u>	Skiplagged is assessing or accessing any of the		
18 <u>19</u> 20	Skiplagged is assessing or accessing any of the inventory of American?	20	A. Well, if you go back through all of these emails,
18 19 20 21	Skiplagged is assessing or accessing any of the inventory of American? A. We have tried for years and years and years to	20 21	A. Well, if you go back through all of these emails, there are multiple instances of it, starting in 2017, 2018.
18 19 20 21 22	Skiplagged is assessing or accessing any of the inventory of American? A. We have tried for years and years and years to figure that out, and we have not been able to do it.	20 21 22	A. Well, if you go back through all of these emails, there are multiple instances of it, starting in 2017, 2018.Q. Okay. So they would be reflected in these emails?

31 (Pages 121 to 124)

	Dage 125		Page 126
	Page 125		
1	Q. Okay. Have you had any discussions with anyone at	1	activity of Skiplagged?
2	American about how you could determine what revenue has	2	A. And what I'm saying is, we can't do the study
3	been lost by virtue of any activities with Skiplagged?	3	because we don't have the data.
4	A. We have talked about how to do it, but we have no	4	Q. Okay. So is that a no, that you haven't done such
5	idea how to do it because we don't have the data.	5	a study?
6	Q. Okay. Who's "we"? Who is talking?	6	A. We can't do the study because we don't have the
7	A. That would be Revenue Management. That would be	7	data.
8	the Revenue Integrity team.	8	Q. Okay. Yes or no? Did you or didn't you?
9	Q. Okay. And who within the Revenue Integrity team	9	MR. MUYSKENS: Asked and answered.
10	has discussed that?	10	A. We can't do the study because we don't have the
11	A. I don't know. I mean, I some of it would have	11	data.
12	been in 2018, Darrin Goodreau. Some would be currently	12	Q. (BY MR. KIRKMAN) Okay. Well, I don't know
13	with the current heads of Revenue Integrity.	13	whether you have the data or not. Maybe you do, maybe you
14	Q. And you were part of those discussions?	14	don't.
15	A. Yes.	15	A. We do not.
16	Q. So to date, there's been no analysis that was	16	Q. I don't know. But my question is, have you done
17	done, that you're aware of?	17	it?
18	A. We can't do the analysis. We don't have the data.	18	A. We can't do the study because we don't have the
19	Your company hides it from us.	19	data. Your company has the data. They could give it to me
20	Q. It's just easy to say yes or no, sir. I didn't	20	and I could do the study.
21	ask you about whether anybody hid it; I simply asked you	21	Q. Have you tried?
22	did you do it.	22	A. How can we do it if we don't have the data?
23	A. Do what again?	23	Q. Have you tried?
24	Q. Have you done such an analysis to determine what	24	A. How can we do it if we don't have the data?
25	revenue, if any, American has lost by virtue of any	25	MR. MUYSKENS: Asked and answered.
	Page 127		Page 128
1	Q. (BY MR. KIRKMAN) Look, answer my question whether	1	Q. Do you know who that was?
2	you've tried or not	2	A. No.
3	MR. MUYSKENS: Just because he's not	3	Q. Okay. But we know you haven't?
4	Q. (BY MR. KIRKMAN) and tell me how you've	4	A. That's correct.
5	done	5	Q. All right. Anybody in your department tried?
6	MR. MUYSKENS: telling you what you want	6	A. Possibly.
7	to hear	7	Q. But you don't know?
8	Q. (BY MR. KIRKMAN) how you've tried.	8	A. No.
9	MR. MUYSKENS: does not mean your question	9	Q. Okay. Have you had any discussions with anybody
10	is valid.	10	at American about how you would go about doing that?
11	I'm objecting again.	11	MR. MUYSKENS: Asked and answered.
12			
1 Z-	O. (BY MR. KIKKMAN) Okay. Go anead	1 12	A. I would tell you exactly how we would go about
	Q. (BY MR. KIRKMAN) Okay. Go ahead. A. I what's the question?	12 13	A. I would tell you exactly how we would go about doing it
13 14	A. I what's the question?	13 14	doing it
13 14	A. I what's the question? Q. How have you tried?	13	doing it Q. (BY MR. KIRKMAN) No.
13 14 15	A. I what's the question?Q. How have you tried?MR. MUYSKENS: Asked and answered.	13 14 15	doing it Q. (BY MR. KIRKMAN) No. A if we had the data.
13 14 15 16	 A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. 	13 14 15 16	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions
13 14 15 16 17	 A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you 	13 14 15 16 17	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing
13 14 15 16 17	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm	13 14 15 16 17 18	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that?
13 14 15 16 17 18	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm asking you have you tried?	13 14 15 16 17 18 19	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that? MR. MUYSKENS: Asked and answered.
13 14 15 16 17 18 19	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm asking you have you tried? MR. MUYSKENS: Asked and answered.	13 14 15 16 17 18 19 20	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that? MR. MUYSKENS: Asked and answered. A. I don't recall any specific discussions.
13 14 15 16 17 18 19 20 21	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm asking you have you tried? MR. MUYSKENS: Asked and answered. A. Me personally? No.	13 14 15 16 17 18 19 20 21	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that? MR. MUYSKENS: Asked and answered. A. I don't recall any specific discussions. Q. (BY MR. KIRKMAN) Are you aware of the data that
13 14 15 16 17 18 19 20 21	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm asking you have you tried? MR. MUYSKENS: Asked and answered. A. Me personally? No. Q. (BY MR. KIRKMAN) All right.	13 14 15 16 17 18 19 20 21 22	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that? MR. MUYSKENS: Asked and answered. A. I don't recall any specific discussions. Q. (BY MR. KIRKMAN) Are you aware of the data that was provided to you on March 31 of 2024?
13 14 15 16 17 18 19 20 21 22 23	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm asking you have you tried? MR. MUYSKENS: Asked and answered. A. Me personally? No. Q. (BY MR. KIRKMAN) All right. A. Somebody in the company could have tried.	13 14 15 16 17 18 19 20 21 22 23	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that? MR. MUYSKENS: Asked and answered. A. I don't recall any specific discussions. Q. (BY MR. KIRKMAN) Are you aware of the data that was provided to you on March 31 of 2024? A. What data?
13 14 15 16 17 18 19 20 21	A. I what's the question? Q. How have you tried? MR. MUYSKENS: Asked and answered. A. If we had the data, we could go do it. Q. (BY MR. KIRKMAN) Okay. I don't know whether you have the data or not. That's not what I'm asking you. I'm asking you have you tried? MR. MUYSKENS: Asked and answered. A. Me personally? No. Q. (BY MR. KIRKMAN) All right.	13 14 15 16 17 18 19 20 21 22	doing it — Q. (BY MR. KIRKMAN) No. A. — if we had the data. Q. My first question is, have you had discussions with anybody at American about how you would go about doing that? MR. MUYSKENS: Asked and answered. A. I don't recall any specific discussions. Q. (BY MR. KIRKMAN) Are you aware of the data that was provided to you on March 31 of 2024?

32 (Pages 125 to 128)

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	Page 129	Page 130
1	are you aware of data provided by Skiplagged to American	1 WITNESS: RAYMOND SCOTT CHANDLER
2	Airlines on March 31 of 2024?	2 DATE TAKEN: JUNE 7, 2024
3	A. I am not.	3 CORRECTIONS AND SIGNATURE
4	Q. Are you aware of any other follow-up articles that	4
5	were written after the Dallas Morning News article that	5
6	we're referencing here from November of '23?	6
7	A. I am not.	7
8	Q. Are you aware of any other articles in any other	8
9	newspaper that discussed that this issue of skiplagging	9
10	after November of '23?	10
11	A. I am not.	11
12	MR. KIRKMAN: Okay. I pass the witness	12
13	MR. MUYSKENS: I'm done.	13
14	(End of proceedings at 12:56 p.m.)	14
15		15
16		16
17		17
18		18
19		19
20		20
21		21
22		22
23		23
24		24
25		25 I, RAYMOND SCOTT CHANDLER, have read the foregoing
	Page 131	Page 132
1		
1 2 3	Page 131 deposition and hereby affix my signature that same is true and correct, except as noted above.	
2	deposition and hereby affix my signature that same is true	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS 2 FORT WORTH DIVISION AMERICAN AIRLINES, INC., * 3
2 3 4 5	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS 2 FORT WORTH DIVISION AMERICAN AIRLINES, INC., * 3 * Plaintiff, * 4
2 3 4 5 6	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS 2 FORT WORTH DIVISION AMERICAN AIRLINES, INC., * 3 * Plaintiff, * 4 v. *Civil Action No.
2 3 4 5	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS 2 FORT WORTH DIVISION AMERICAN AIRLINES, INC., * 3 * Plaintiff, * 4 v. *Civil Action No. 5 *4:23-cv-00860-P SKIPLAGGED, INC., *
2 3 4 5 6 7 8	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS 2 FORT WORTH DIVISION AMERICAN AIRLINES, INC., * 3 * Plaintiff, * 4 * v. *Civil Action No. 5 *4:23-cv-00860-P
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2 3 4 5 6 7 8	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. * Civil Action No. * 4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION 8
2 3 4 5 6 7 8	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS 2 FORT WORTH DIVISION AMERICAN AIRLINES, INC., * 3 Plaintiff, * 4 v. * Civil Action No. 5 *4:23-cv-00860-P SKIPLAGGED, INC., * 6 Defendant. * 7 REPORTER'S CERTIFICATION
2 3 4 5 6 7 8 9	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. * Civil Action No. * *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024
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2 3 4 5 6 7 8 9 10 11 12	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 11 12 1, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following:
2 3 4 5 6 7 8 9 10	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 1, Amy Massey, CSR, and Notary Public in and for
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2 3 4 5 6 7 8 9 10 11 12 13	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 11 12 I, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral
2 3 4 5 6 7 8 9 10 11 12 13 14	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 11 12 1, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral and video deposition is a true record of the testimony
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * v. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 I, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral and video deposition is a true record of the testimony given by the witness;
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 11 12 I, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral and video deposition is a true record of the testimony given by the witness; 18 That the deposition transcript was submitted on
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 11 12 1, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral and video deposition is a true record of the testimony given by the witness; 18 19 10 11 11 12 13 14 15 15 18 19 18 19 19 19 19 10 10 11 11 11 12 11 12 13 14 15 15 18 19 18 19 18 19 19 19 19 19 19 19 19 19 19 19 19 19
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. *Civil Action No. *4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 I, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral and video deposition is a true record of the testimony given by the witness; That the deposition transcript was submitted on June 28, 2024, to Ms. Alyssa Ortiz Johnston, Attorney for the Plaintiff, for the review and signature by the witness, to be returned to the reporter within 30 days; That the amount of time used by each party at the
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	deposition and hereby affix my signature that same is true and correct, except as noted above. RAYMOND SCOTT CHANDLER THE STATE OF	IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION AMERICAN AIRLINES, INC., * Plaintiff, * V. * Civil Action No. * 4:23-cv-00860-P SKIPLAGGED, INC., * Defendant. * REPORTER'S CERTIFICATION ORAL DEPOSITION OF RAYMOND SCOTT CHANDLER JUNE 7, 2024 VOLUME 1 of 1 I, Amy Massey, CSR, and Notary Public in and for the State of Texas, hereby certify to the following: That the witness, RAYMOND SCOTT CHANDLER, was duly sworn by the officer and that the transcript of the oral and video deposition is a true record of the testimony regiven by the witness; That the deposition transcript was submitted on June 28, 2024, to Ms. Alyssa Ortiz Johnston, Attorney for the Plaintiff, for the review and signature by the witness, to be returned to the reporter within 30 days;

33 (Pages 129 to 132)

Amy Massey & Associates

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	D 100		5 104
	Page 133		Page 134
1	Mr. Nathan J. Muyskens: 00:00	1	Certified to by me this 27th day of June, 024.
_	Ms. Alyssa Ortiz Johnston: 00:00	2	(In \ 27.40 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
2	Mr. William L. Kirkman: 02:28		Max Angle
_	Ms. Abigail R.S. Campbell: 00:00	3	Amy Massey, Texas CSR 6254
3 4	That pursuant to information given to the		Expiration Date: 1/31/25
5	That pursuant to information given to the deposition officer at the time said testimony was taken,	4	Amy Massey & Assoc., Inc.
6	the following includes counsel for all parties of record:	_	Firm Registration Number 404
7	FOR THE PLAINTIFF, AMERICAN AIRLINES, INC.:	5	6724 Kirk Lane
8	MR. NATHAN J. MUYSKENS		Burleson, Texas 76028
Ü	Greenberg Traurig, LLP	6	Phone: 817-447-6721
9	nathan.muyskens@gtlaw.com	_	amymasseyassociates@gmail.com
10	MS. ALYSSA ORTIZ JOHNSTON	7	
	Greenberg Traurig, LLP	8	
11	johnston@gtlaw.com	9	
12	FOR THE DEFENDANT, SKIPLAGGED, INC.:	10	
13	MR. WILLIAM L. KIRKMAN	11	
	Kirkman Law Firm, PLLC	12	
14	billk@kirkmanlawfirm.com	13	
15	MS. ABIGAIL R.S. CAMPBELL	14	
	Condon Tobin Sladek Thornton Nerenberg, PLLC	15	
16	acampbell@condotobin.com	16	
17	That \$ is the deposition officer's charges	17	
18	to the Defendant for preparing the original deposition	18	
19	transcript and any copies of exhibits;	19	
20	I further certify that I am neither counsel for,	20	
21	related to, nor employed by any of the parties or attorneys	21	
22	in the action in which this proceeding was taken, and	1	
23 24	further that I am not financially or otherwise interested in the outcome of the action.	23	I
25	in the outcome of the action.	24	I
25		25	I

34 (Pages 133 to 134)

Amy Massey & Associates

Exhibit A-3

Withheld Due to Confidential Information Pending Motion for Leave to File Under Seal

Exhibit A-4

Withheld Due to Confidential Information Pending Motion for Leave to File Under Seal

Exhibit A-5

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:23-cv-00860-P
	§	
SKIPLAGGED, INC.,	§	
	§	
Defendant.	§	

DEFENDANT SKIPLAGGED, INC.'S THIRD AMENDED OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

Pursuant to Federal Rules of Civil Procedure 26 and 33, Judge Ray's December 19, 2023 Order [Dkt. 53], and the parties' Confidentiality Agreement, Defendant Skiplagged, Inc. ("Skiplagged") hereby serves this, its Third Amended Objections and Responses to Plaintiff American Airlines, Inc.'s First Set of Interrogatories.

Dated: January 12, 2024 Respectfully submitted,

/s/William L. Kirkman
William L. Kirkman
State Bar No. 11518700
billk@kirkmanlawfirm.com
Preston B. Sawyer
State Bar No. 24102465
prestons@kirkmanlawfirm.com
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/s/ Abigail R.S. Campbell

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Dallas, Texas 75231

Telephone: (214) 265-3800 Facsimile: (214) 691-6311

ATTORNEYS FOR DEFENDANT SKIPLAGGED, INC.

CERTIFICATE OF SERVICE

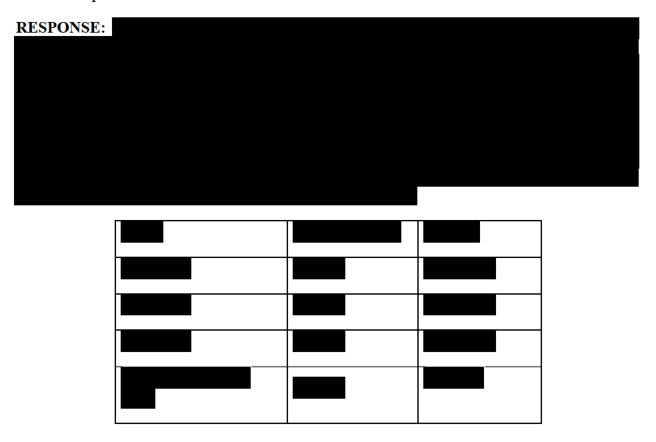
It is hereby certified that on January 12, 2024, a copy of the foregoing was served via email as to all parties who have entered an appearance in this proceeding.

> /s/ Abigail R.S. Campbell Abigail R.S. Campbell

THIRD AMENDED OBJECTIONS AND RESPONSES TO FIRST SET OF INTERROGATORIES

To comply with Judge Ray's December 19, 2023 Order, Skiplagged makes the following amended objections and responses to Plaintiff's First Set of Interrogatories but does not waive its previously asserted objections.

INTERROGATORY NO. 1: Identify Skiplagged's annual, monthly, and quarterly number of American Bookings, and the resulting revenue generated from such bookings, from January 1, 2020 to the present.



<u>INTERROGATORY NO. 2:</u> Identify and describe in detail each way that Skiplagged has accessed, obtained, collected, received, scraped, cached or harvested American's Content, including but not limited to when and how Skiplagged collected or otherwise obtained the content/information, and including information obtained by Skiplagged from any third party or other source other than American or AA.com.

RESPONSE:			



INTERROGATORY NO. 3: Identify and describe all types of data, information, and content relating to American flights, fares, products, or services that Skiplagged has collected or used (whether from or through AA.com, an API of AA.com, or some other source), and the process used by Skiplagged to obtain and use such data, information, or content.



<u>INTERROGATORY NO. 4:</u> Identify and describe in detail each way that Skiplagged has purchased, booked, ticketed, sold, resold, brokered, facilitated, acted as a conduit, or made a reservation for customers on American flights, whether purchased or booked on AA.com, through another third party, or by some other means. Your ANSWER should include, without limitation, the names/identities of each and every third party whose data, services, or platform Skiplagged has used or relied on to facilitate the sale of American flights.



<u>INTERROGATORY NO. 5:</u> Describe in detail, from the time a user submits her information and payment on Skiplagged.com to the time Skiplagged completes the booking on AA.com on behalf of the passenger, the process by which Skiplagged purchases and completes a customer's reservation on AA.com, including but not limited to each step of the process, how the passenger's personal, contact, and payment information is submitted on AA.com (i.e., manually or by an automated technological means), and the specific location (both physical and IP address) of the computers or servers from which Skiplagged inputs the passenger's information on AA.com.



INTERROGATORY NO. 6: Identify and describe all agreements and/or business relationships that Skiplagged has with other Travel Agencies, travel metasearch engines, airfare consolidators, global distribution systems, or any other third party that provides, enables, facilitates, or otherwise participates in the distribution, display, marketing, brokering, booking, ticketing or sale of flights. Your answer should include the nature of the relationship, any agreements relating to such relationships, and the details, dates, and amounts of any payments or monetary compensation that Skiplagged has paid to or received from such third parties.





<u>INTERROGATORY NO. 7:</u> Identify all other websites to which Skiplagged.com has provided customers a link or otherwise re-directed customers to complete a booking or purchase of American flights.



INTERROGATORY NO. 8: Identify all instances in which a person has booked, ticketed or purchased a ticket on an American-marketed flight through or facilitated by Skiplagged.com, including by providing, without limitation, the purchasers' name/identity, location, all PNR Data, any other personal identifying information, flight/itinerary information, reservation numbers, amounts paid by the customer, dates of purchase, and dates of travel.

RESPONSE: In response to this interrogatory and pursuant to Judge Ray's Order, Skiplagged states that while it has information regarding the number of bookings facilitated through its "Book Now" feature, the number of bookings facilitated by redirecting users to online travel agencies is unknown. Thus, the number of instances in which Skiplagged facilitated the booking of an American flight from August 1, 2018, to August 17, 2023 and according to Google Analytics is 1,376,927. Because of the magnitude of the information requested, pursuant to Fed. R. Civ. P. 33(d), Skiplagged refers Plaintiff to documents being produced by Skiplagged that reflect responsive information.

INTERROGATORY NO. 9: Identify all IP addresses, names, email addresses, accounts, computers, and any other identifying information that Skiplagged, or anyone acting under Skiplagged's instruction or direction, has used in connection with booking, ticketing, purchasing and/or selling of tickets on American-marketed flights.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not book, ticket, purchase, or sell tickets for American-marketed flights. Skiplagged is unable to identify the requested IP addresses, as Skiplagged uses Google Cloud to host Skiplagged.com, which uses dynamic addresses.

INTERROGATORY NO. 10: Identify each and every instance where an American-Skiplagged Customer requested a refund, partial or full, for a ticket on an American-marketed flight or where Skiplagged received a refund from American for a flight booked for an American-Skiplagged Customer, and for each instance, identify the reservation number, date of the request, date of the refund, the amount refunded by American, if any, and whether Skiplagged issued a refund back to the customer (and if so, how much of the amount refunded by American was paid back to the customer).

RESPONSE: In response to this interrogatory, Skiplagged states that it does not provide or receive refunds from American for any flights because Skiplagged does not charge users for flight tickets nor does Skiplagged purchase flight tickets. Users pay American for their flight tickets. In response to Skiplagged users who request flight refunds, Skiplagged informs them that that refunds must be requested from and issued by American. In certain instances, Skiplagged has refunded service fees. Pursuant to Fed. R. Civ. P. 33(d), Skiplagged refers Plaintiff to documents being produced that reflect customer requests for refunds of American flights.

INTERROGATORY NO. 11: From the time Skiplagged began its operations, identify and describe any/all other lawsuits, claims, charges, allegations, arbitration, threatened litigation, administrative complaints, or other proceedings against Skiplagged, whether in the United States or any other country, relating to Skiplagged's marketing or sale of flights or other travel services, including the status of any such proceedings.

RESPONSE: In response to this interrogatory, Skiplagged identifies the following lawsuits filed against it, the allegations of which are publicly available:

- 1. United Airlines, Inc., Orbitz Worldwide, LLC, and Orbitz, LLC v. Zaman, Case No. 1:14-cv-09214 (N.D. Ill.); and
- 2. Southwest Airlines, Inc. v. Skiplagged, Inc., Skybooker.com LTD, Case No. 3:21-cv-01722-E (N.D. Tex.).

Both cases have been resolved and are terminated. The following "claims, charges, and allegations" have also been made:

1. A demand letter from counsel for Delta Air Lines, Inc. dated July 19, 2018, to which Skiplagged responded through counsel on July 26, 2018; and

2. A demand letter from Fareportal on behalf of Cheapoair dated February 11, 2015, which was resolved on February 27, 2015.

<u>INTERROGATORY NO. 12</u>: Identify the number of bookings Skiplagged has made for or on behalf of consumers with a Texas address through Skiplagged.com's "Book Now" feature, as described in paragraph 12 of Zaman's Declaration.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target, or keep separate in its records, persons with a Texas address. The reference made by Mr. Zaman in his Declaration is to Skiplagged's general operations, which are used by all persons everywhere and not just Texans. Skiplagged provides information to persons who come to its website to find information about airfares, air travel, and online travel offerings so they may book fares or tickets through other travel resources and Skiplagged does not "book" tickets or airfares, but rather facilitates persons booking flights. With this understanding, from August 1, 2018, through August 17, 2023, and according to Google Analytics, 59,426,399 persons accessed Skiplagged's site through 209,618,689 sessions, which resulted in 434,534 bookings reflecting Texas addresses through Skiplagged's "Book Now" feature. Accordingly, bookings with Texas addresses made through Skiplagged's Book Now feature represents approximately 00.207 percent of all sessions on Skiplagged.com during the identified period.

<u>INTERROGATORY NO. 13</u>: Identify the number of bookings Skiplagged has made for or on behalf of consumers for flights to, from, or within Texas through Skiplagged.com's "Book Now" feature, as described in paragraph 12 of Zaman's Declaration.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target, or keep separate in its records, persons with a Texas address. The reference made by Mr. Zaman in his Declaration is to Skiplagged's general operations, which are used by all persons everywhere and not just Texans. Skiplagged provides information to persons who come to its website to find information about airfares, air travel, and online travel offerings so they may book fares or tickets through other travel resources and Skiplagged does not "book" tickets or airfares, but rather facilitates persons booking flights. With this understanding, from August 1, 2018, through August 17, 2023, and according to Google Analytics, 59,426,399 persons accessed Skiplagged's site through 209,618,689 sessions, which resulted in 854,317 bookings for flights that originated and/or terminated in Texas through Skiplagged's "Book Now" feature. Accordingly, such bookings made through Skiplagged's Book Now feature represent approximately 00.408 percent of all sessions on Skiplagged.com during the identified period.

INTERROGATORY NO. 14: Identify all "online travel agencies, global distribution systems, and other travel metasearch engines" and any of the other "variety of sources" from whom "Skiplagged obtains American flight and fare information" (as described in paragraphs 10 and 11 of Zaman's Declaration) and describe the technical means and process by which Skiplagged obtains such information.

RESPONSE:



INTERROGATORY NO. 15: Identify the total number of bookings for which Skiplagged has received commission payments or other financial compensation from other Travel Agencies, and the total amount of such payments, for purchases made by consumers with a Texas address that Skiplagged.com redirected to such other Travel Agency.

RESPONSE: In response to this interrogatory, Skiplagged states it does not direct, target, or keep separate in its records, persons with a Texas address. Skiplagged is not a Travel Agency, so use of the term "other Travel Agencies" is incorrect. With that understanding, from August 1, 2018, through August 17, 2023, Skiplagged is unaware of the total number of bookings through Travel Agencies made by persons referred by Skiplagged. Skiplagged commissions on redirected bookings to Travel Agencies are paid on two models (1) cost per click or "CPC" (*i.e.*, intent to book), the standard advertising revenue model, or (2) cost per action or "CPA" (*i.e.*, successful booking). However, Skiplagged does not collect the requested information with respect to Texas addresses or anywhere else.

INTERROGATORY NO. 16: Identify the total number of bookings for which Skiplagged has received commission payments or other financial compensation from other Travel Agencies, and the total amount of such payments, for purchases of flights to, from, or within Texas made by users that Skiplagged.com redirected to such other Travel Agency.

RESPONSE: In response to this interrogatory, Skiplagged states it does not direct, target, or keep separate in its records, persons with a Texas address. Skiplagged is not a Travel Agency, so use of the term "other Travel Agencies" is incorrect. With that understanding, from August 1, 2018, through August 17, 2023, Skiplagged is unaware of the total number of bookings through Travel Agencies made by persons referred by Skiplagged. Skiplagged commissions on redirected bookings to Travel Agencies are paid on two models (1) cost per click or "CPC" (*i.e.*, intent to book), the standard advertising revenue model, or (2) cost per action or "CPA" (*i.e.*, successful booking). However, Skiplagged does not collect the requested information with respect to routing for bookings made by Travel Agencies.

<u>INTERROGATORY NO. 17</u>: Identify the number of persons who have signed up for the Skiplagged.com "newsletter" or email subscriber service by entering a "home airport" located in Texas, as prompted on https://skiplagged.com/signup.\

Pursuant to the parties' Confidentiality Agreement, Skiplagged's Responses to Interrogatory Nos. 1-7, and 14 are designated CONFIDENTIAL.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target or keeps separate in its records, persons with a Texas address or a "home airport" located in Texas as such. Despite that, zero persons "signed up" for such newsletter or e-mail subscriber service from August 1, 2018, to August 17, 2023, by entering a "home airport" located in Texas. This is because Skiplagged launched the newsletter sign-up page on August 28, 2023, which was after American Airlines filed the Complaint in this action.

<u>INTERROGATORY NO. 18</u>: Identify the number of times Skiplagged.com has redirected a user to another Travel Agency to complete a booking for a flight to, from, or within Texas.

RESPONSE: In response to this interrogatory, Skiplagged states that it does not direct, target, or keeps separate in its records, persons who fly to, from, or within Texas. Skiplagged is not a Travel Agency, so the use of the term "another Travel Agency" is incorrect. With that understanding, Skiplagged has redirected persons 966,655 times to a Travel Agency (not "another" Travel Agency, as Skiplagged is not a "Travel Agency") to potentially "complete" a booking for a flight to from or within Texas from August 1, 2018, to August 17, 2023, understanding that Skiplagged interprets this Interrogatory to ask for the number of times that Skiplagged.com has redirected persons to an online Travel Agency to complete a booking for a flight involving Texas. Skiplagged does not have information as to how many such referrals resulted in the purchase of airline tickets for flights involving Texas. Each identified booking involves two cities, not necessarily in the same state or country, and "involving Texas" refers to bookings where the trip starts and/or ends in Texas.

INTERROGATORY NO. 19: Describe in detail how and from what sources Skiplagged "obtained ... the alleged 'American Marks' from [sources other than] American's website" as alleged in paragraph 10 of Zaman's Declaration and at page 13 of Skiplagged's Motion to Dismiss.

RESPONSE: In response to this interrogatory, Skiplagged states that paragraph 10 of the Zaman Declaration does not reference American Marks and page 13 of Skiplagged's Motion to Dismiss erroneously cites Zaman Declaration paragraph 10 instead of paragraph 11 for this proposition. Subject to this correction, Skiplagged states that on May 23, 2017, a former employee obtained the American icon from the API response of a Skiplagged advertiser, which Skiplagged understood to be allowed to use and distribute the American icon. Skiplagged's former employee then edited the image to make the background transparent and slightly enlarge the logo. The result is what Skiplagged has been using: https://skiplagged.com/img/airlines-favicon/AA.png.

28 U.S.C. § 1746 DECLARATION VERIFYING INTERROGATORY ANSWERS

"I declare and verify under penalty of perjury that the foregoing responses to Interrogatories are true and correct. Executed on the 12th day of January 2024, in New York City, New York."

Aktarer Zaman

Chief Executive Officer

Skiplagged, Inc.

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English *

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IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,	§	
	§	
Plaintiff,	§	
	§	
V.	§	Civil Action No. 4:23-cv-00860-P
	§	
SKIPLAGGED, INC.,	§	
	§	
Defendant.	§	

DEFENDANT SKIPLAGGED, INC.'S FOURTH AMENDED ANSWER TO PLAINTIFF AMERICAN AIRLINES, INC.'S INTERROGATORY NO. 8

TO: Plaintiff, American Airlines, Inc., by and through its attorneys of record, Messrs. Dee J. Kelly, Jr., Lars L. Berg, J. Austin Franklin, and Ms. Julia G. Wisenberg, Kelly Hart & Hallman LLP, 201 Main Street, Suite 2500, Fort Worth, Texas 76102; Ms. Bina Palnitkar, Greenberg Traurig LLP, 2200 Ross Avenue, Suite 5200, Dallas, Texas 75201; and Mr. Nathan J. Muyskens, Greenberg Traurig, LLP, 2101 L Street, N.W., Suite 1000, Washington, D.C. 20037.

Pursuant to the FEDERAL RULES OF CIVIL PROCEDURE and the Honorable Magistrate Hal Ray's Order of May 1, 2024, Defendant, Skiplagged, Inc. ("Skiplagged"), hereby serves this, its Fourth Amended Answer to Plaintiff American Airlines, Inc. 's Interrogatory No. 8.

INTERROGATORY NO. 8:

Identify all instances in which a person has booked, ticketed or purchased a ticket on an American-marked flight through or facilitated by Skiplagged.com, including by providing, without limitation, the purchasers' name/identity, location, all PNR Data, any other personal identifying information, flight/itinerary information, reservation numbers, amounts paid by the customer, dates of purchase, and dates of travel.

FOURTH AMENDED ANSWER:

Skiplagged does not "book" airfares as such and Skiplagged does not purchase or sell American tickets. Skiplagged facilitates booking of flights by providing information to users of Skiplagged.com to find information about airfares, air travel, and online offerings so that they may book fares or tickets with travel resources. Given this:

- Skiplagged states that while it has certain information in its database (1) regarding the number of bookings "facilitated" through its "Book Now" feature, the number of bookings facilitated by Skiplagged redirecting users to online travel agencies is unknown;
- The number of instances in which Skiplagged "facilitated" the booking of an (2) American flight for customers from August 1, 2018, to August 17, 2023, pursuant to the "Book Now" feature, is 1,376,927;
- Skiplagged previously produced over 2,000 documents containing (3) information responsive to this Interrogatory, including internal and customer emails that contain a customer's name, record locator number, fees paid etc. For example, these documents include,
 - ${\tt SKP00042966-42968,00029050-51,00042959-42972,43027-43031,84916,}\\$ 84918, 82655-56, 5284, 97507, 84678-84680, 84681-84683, 80522, 5285-5286, 9664, 81603-81605, 54848-850, 1863-64, 87332-87335, 9666-67, 5277-78, 86009, 3942-3945, 3946-3948, 83955-56, 2418-20, 28403-04, 9704-9706, 14207, 100887-88, 14220-14221, 83953-54, 2669-2671, 53979, 94842-94859, 100675-78, 100665-74, 50524-41, 9367-72, 54880-54883, 100351-100357, 100340-350, 100138, 54886-889, 90020-25, 85481-85484, 85188-85191, 82650-51, 90494-98, 100116-20, 99852-870, 100875-77, 100868-874, 99315-320, 99294-99314, 94226-94231, 48253-58, 25672-75, 84893-96, 84031-36, 99909-99915, 99899-99908, 100039-10045, 100029-38, 99423-27, 99407-422, 99269-74, 99248-68, 98810-98817, 98801-98809, 98411-12, 98413-17, 10572-75, 9399-9402, 84020-25, 90393-95, 87075-87077.
- Skiplagged will extract from its database and provide the following (4) information as to American customers who have used the "Book Now" feature, except pursuant to Magistrate Judge Ray's December 19, 2023 Order, customers' Social Security numbers or credit card numbers:
 - PNR Data, as defined in AA's Requests except as limited below; a.
 - Amount expected to be charged to the customer for the American b. Ticket; and
 - Amount of the expected service fee and accompanying information c. such as refund of such fees or chargeback amounts.

Skiplagged does not have the ability to provide the following: (1) frequent flier and benefit information, (2) travel agency/travel agent information, (3) code share information, (4) split/divide information, (5) travel status of passenger information, (6) ticketing information, (7) baggage information, (8) seat numbers, (9) OSI and SSR information, (15) APIS information, (10) historical changes to PNR, and (11) baggage fees.

Respectfully submitted,

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ATTORNEYS FOR DEFENDANT, SKIPLAGGED, INC.

28 U.S.C. § 1746 DECLARATION VERIFYING INTERROGATORY ANSWER

"I declare and verify under penalty of perjury that the foregoing Amended Answers to Interrogatory No. 8: (1)–(2) and (4) are true and correct

Executed on the 25 day of May, 2024, in Fort Worth, Texas."

Aktarer Zaman

Chief Executive Officer

Skiplagged, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 28, 2024, a true and correct copy of the foregoing was served by e-mail upon all counsel of record as indicated:

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IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

AMERICAN AIRLINES, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:23-cv-00860-P
	§	
SKIPLAGGED, INC.,	§	
	§	
Defendant.	§	

EXPERT REPORT OF PROFESSOR YORAM (JERRY) WIND

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I. BACKGROUND AND OBJECTIVES

A. Background

For decades, American Airlines, Inc. ("American" or "AA") has been using its federally registered trade name and trademark "American Airlines" and its registered flight symbol design (collectively, the "American Marks") to promote its products and services throughout the world. American carefully protects its flight, fare, schedule, and inventory data and content by providing this information only to its authorized agents, and by taking measures to ensure that only authorized agents of American are permitted to act on its behalf, to use and display its protected Marks, data, and content, and to issue tickets to passengers on American flights.

Skiplagged, Inc. ("Skiplagged") owns and operates the website Skiplagged.com. Skiplagged is not an authorized agent of American. Instead, Skiplagged obtains data on American flights by obtaining data from other agents of American (in apparent violation of their contracts with American), and/or by developing computer programs to obtain this information from American's website. Skiplagged.com allows users to search for, identify, and purchase and book American flights directly on Skiplagged.com. In doing so, Skiplagged uses and displays on its website American's Marks and American's fare, schedule, inventory, ticketing, and flight data. Skiplagged does not inform users that it is not authorized to issue tickets to passengers on American's behalf. Because it is not an agent, Skiplagged is not authorized to use American's marks, data or content to market, display or sell American tickets or services.

On August 17, 2023, American filed a lawsuit against Skiplagged, asserting, among other claims, trademark infringement and false designation of origin/unfair competition. American seeks an injunction to enjoin Skiplagged from, among other things, continuing its infringing use of American's Marks; publishing American's flight/fare content on Skiplagged's website; selling or

re-selling American flights, fares, or other products; holding itself out as an authorized agent of American or continuing to act in an agency capacity for American; or displaying or otherwise using the American Marks for commercial gain.

Having reviewed the complaint and various screenshots of American's and Skiplagged's websites, I designed multiple consumer survey experiments to evaluate (1) the likelihood and degree of confusion among consumers as to Skiplagged's affiliation, connection, or association with American and/or as to American's sponsorship, approval, or authorization of Skiplagged's services in offering and facilitating the sale of American flights; and (2) the degree of consumer deception associated with Skiplagged's offerings. As explained below and based on my analysis of the results of these consumer surveys, I have concluded with a reasonable degree of expert certainty that Skiplagged's activities (1) have generated confusion in the marketplace regarding Skiplagged's affiliation, connection, or association with American and American's sponsorship, approval, or authorization of Skiplagged's services, and (2) deceive consumers about the risks associated with its products/services.

B. Objectives

I was retained by Greenberg Traurig, LLP, and Kelly Hart & Hallman, LLP, counsel for American, to assess whether, and to what extent, Skiplagged's published content and offerings on Skiplagged.com relating to American flights has generated confusion and deception in the marketplace, including as it relates to Skiplagged's perceived association with and/or authorization or sponsorship from American. To accomplish this objective, I considered whether Skiplagged's uses of the American Marks and data were likely to cause, or have caused, confusion amongst consumers who have booked airline tickets using a third party website in the past year, or who plan to do so in the coming year.

The purpose of these experiments was to determine, respectively, whether participants: (A) exhibited confusion about whether Skiplagged is an authorized agent of American; (B) exhibited other confusion about the relationship between Skiplagged and American; (C) exhibited confusion or deception about the fees and total cost charged by Skiplagged; and (D) exhibited confusion about the risks involved in buying "hidden city" tickets from Skiplagged.

II. QUALIFICATIONS

I am the Lauder Professor Emeritus and Professor of Marketing at the Wharton School of the University of Pennsylvania. I joined the Wharton staff in 1967, upon receipt of my doctorate from Stanford University. I took Emeritus status in July 2017. I am also the President of Wind Associates Inc, A marketing and business consulting firm.

<u>Publications</u>: I have been a regular contributor to the marketing field, including 30 books and more than 300 papers, articles, and monographs. My books and articles, which are frequently cited by other authors, encompass marketing strategy, marketing research, new product and market development, consumer behavior, organizational buying behavior, advertising, and global marketing strategy.

Editorships: I have served as Editor-In-Chief of the Journal of Marketing, as a guest editor of the major marketing journals, and on the policy boards of the Journal of Consumer Research and Marketing Science. I have been on the editorial boards of the major marketing journals. I founded Wharton School Publishing and served as its first editor from 2003 to 2008. Currently, I server as guest editor of a special issue of Management Business Review (MBR) on AI for Customer Engagement.

<u>Teaching, Research, and Consulting</u>: Since 1967, I have taught MBA, Ph.D., and executive development courses on a wide range of marketing topics. I am currently developing a Coursera course on Creativity (for all ages and professions). I was the founding Director of the Wharton

think tank – The SEI Center for Advanced Studies in Management and directed it from 1988 to 2018. I have consulted extensively for Fortune 500 firms on marketing issues and marketing-driven business strategy. I am a trustee of Philadelphia Museum of Art, Curtis Institute of Music and Grounds for Sculpture. I am also an advisor for startups and non-profit organizations. In my teaching, research, consulting, editorial, and university positions, I have designed, conducted, and evaluated thousands of marketing and consumer research studies, including for use by businesses.

Awards: I have received numerous awards for my work, including the four major marketing awards—The Charles Coolidge Parlin Award (1985), the AMA/Irwin Distinguished Educator Award (1993), the Paul D. Converse Award (1996), and MIT's Buck Weaver Award (2007)—and received the first Faculty Impact Award by Wharton Alumni (1993). I was elected to the Attitude Research Hall of Fame in 1984 and have also been honored with research awards, including two Alpha Kappa Psi Foundation awards. In 2001, I was selected as one of the ten grand Auteurs in Marketing, and in 2003 I received the Elsevier Science Distinguished Scholar Award of the Society for Marketing Advances. In 2010, I was selected as one of the Ten Legends of Marketing and Sage Publication published eight volumes of my writings. In 2017, I was one of four people inducted into the Marketing Hall of Fame, an honor awarded annually to individuals who have made an outstanding contribution to the marketing profession. In 2021, I received an Honorary Doctorate from Reichman University (Israel), a university I co-founded in 1994. More recently (2023) I received the International Marketing Trend Conference Award.

<u>Expert Witness Experience</u>: I have conducted and evaluated marketing and consumer research for use in litigation, have been qualified as a marketing and survey research expert in court proceedings, and have testified at deposition and trial in federal courts.

Relevant Qualifications for this Case: Academic and Industry expert Re marketing, marketing strategy, consumer behavior, marketing research, and advertising.

Attached as **Appendix A** to this Report is a copy of my brief biography, my full resume, a list of my publications, and a list of cases in which I testified since 2018.

<u>Compensation</u>: My compensation is at my regular consulting rate of \$1200 per hour and is not contingent on my opinions or the outcome of this litigation.

III. SUMMARY OF OPINION

My expert opinion is that Skiplagged's hidden city and non-hidden city ticket offerings have the following negative impact on consumers:

- a. Skiplagged confuses consumers into believing that Skiplagged is associated with or authorized by American (either as an authorized travel agent for American or as having some other direct relationship with American);
- b. Skiplagged deceives consumers into believing that purchasing a regular, non-hidden city ticket on Skiplagged.com is cheaper than purchasing the same flight(s) from American directly; and
- c. Skiplagged deceives consumers of hidden city tickets by not effectively disclosing to them all of the serious risks and/or consequences imposed by airlines in connection with hidden city tickets.

My conclusions are based on the following:

- 1. Two consumer experiments in which test groups saw a Skiplagged.com web site offering for either a hidden city flight or non-hidden city ticket. Two control groups saw a corresponding ticket offered on Expedia.com.
 - The findings of these experiments showed significant levels of confusion and deception among consumers.
- 2. Four independent sets of data, all of which validate the findings of the consumer experiments. These included:
 - a. Actual complaints to AA;
 - b. Actual complaints to Skiplagged;
 - c. Analysis of consumer conversations on social networks; and
 - d. Insights from consumer behavior and advertising and marketing theories and findings.

IV. METHODOLOGY

To determine if Skiplagged's practices lead consumers to (a) perceive that they are an authorized agent of (or have other association with) American Airlines and (b) be deceived, I designed and implemented two consumer experiments and validated them against marketing and consumer behavior theories and findings.

A. The Voice of the Consumer – The Consumer Experiments

Because Skiplagged has two different airfare offerings—regular flight tickets and "hidden city" tickets—I designed two related experiments, one for each type of offering. The experiments also were designed to test the validity of the two major questions – namely, whether consumers (a) perceive Skiplagged as an authorized agent of American or having some other association with American, and (b) are deceived by Skiplagged's advertising messages and offerings.

Regarding question (b), this included two conditions:

- (i) For the regular (non-hidden city) tickets: Skiplagged's claim of providing the "cheapest regular flights;" and
- (ii) For the hidden city tickets: the adequacy of Skiplagged's disclosures to consumers regarding the risks associated with booking a hidden city ticket.

To assure the validity of the findings, the research design relied heavily on responses to open-ended questions.

1. The Research Design

After qualifying the respondents (see universe and sample sections), the main questionnaire was based on 5 major and intercalated parts:

- 1. Showing the respondents in the test group the Skiplagged flight offering and showing the respondents in the control group the Expedia flight offering (see the Stimuli section) and assuring that they could see it clearly (Q0).
- 2. Asking an open-ended question with a follow up probing on how the respondent would

describe the offering to a friend (Q1).

- 3. Asking the typical confusion questions regarding connection or association (Q3) and permission or authorization (Q4-6), with follow up probes of the reasons for their response.
- 4. Asking a series of questions about the respondent's beliefs regarding the Skiplagged (or Expedia) offerings and the reasons for such beliefs (Q7-12), their awareness and usage of Skiplagged (or Expedia) (Q13), and feelings about Skiplagged's (or Expedia's) offerings and the reasons for such beliefs (Q14).
- 5. Showing the offering on AA.com for the same/corresponding flight ticket and asking the respondent about their reactions after having this information to compare to the Skiplagged (or Expedia) offering (Q15), their intentions to buy their next airline ticket from Skiplagged, and the reasons for their response (Q16).

The design was based on two experiments:

- a. Using the Skiplagged regular ticket as the stimulus for the test group vs. the ticket offering on Expedia for the same/corresponding flight, as a control group; and
- b. Using the Skiplagged hidden city ticket as the stimulus for the test group vs. the ticket offering on Expedia for a corresponding flight to the intended destination, as a control group.

Expedia was chosen as a control to show what the responses would be as to an *authorized* agent of American. The interpretation of the difference between the test and control groups is that the closer the results for Skiplagged are to those of Expedia the greater the perceived confusion and deception.

2. Universe and Sample

The Universe

The universe for each study included U.S. consumers who (a) booked a commercial flight in the past 12 months and/or intended to do so in the next 12 months, and (b) booked or intend to book their tickets through an online ticket website.

The Sample

The sample was drawn from the panel of Prodege. See Appendix C-1. An initial sample

matching the census gender, age, race, and geography assured the representativeness of the sample.

It was further screened for the relevant study criteria:

- Passed the CAPTCHA test (to ensure all participants were humans).
- They or members of their families do not work for
 - (ii) An advertising agency or public relations firm,
 - (iii) A market research firm or the market research department of a company,
 - (iv) A marketing firm or the marketing department of a company law or legal firm
 - (v) An airline, travel agency, or a company that sells airline and travel tickets
- If they wore glasses or contact lenses when using a mobile device, laptop, or desktop computer, they had them on.

The total sample included 600 respondents across all studies, as shown below.

Exhibit A
Sample Size

	Test	Control	Test	Control
	Skiplagged Ticket	Expedia Ticket	Skiplagged Hidden City Ticket	Expedia Ticket
Sample Size	146	155	144	155

3. The Stimuli

The stimuli are included in Appendix C-2 and were embedded in the 4 programmed questionnaires. Appendix C-3 includes the screen shots of one of these.

To ensure that a fair and representative sample booking was used as the stimuli for the consumer survey, we (a) generated 200 different pairings of randomized "tier 1" airports across the country to use for the respective origin/destination, (b) generated and assigned randomized flight dates for each pairing, (c) ran searches on Skiplagged.com (for one-way flights) using each set of randomized flight criteria, (d) simulated 200 "test buys" on Skiplagged.com by selecting the least expensive American flight option shown in the search results and proceeding through the booking process up to the final checkout page, and (e) recorded the final total cost charged by Skiplagged for each booking. Contemporaneous with each test booking on Skiplagged.com, we

searched for the same corresponding flights/itineraries on AA.com and recorded the total cost charged by American for each. Of those 200 samples, 41 of the test bookings were for a "hidden city" flight ticket. Then, to determine the particular booking that would provide the most realistic and representative stimuli for the survey, we (1) separated the hidden city bookings from the non-hidden city bookings, (2) calculated the average price differential (between Skiplagged.com vs. AA.com) across all hidden city bookings, and across all non-hidden city bookings, respectively, and (3) selected the hidden city test booking that was closest to the average price difference across the hidden city bookings, and selected the non-hidden city test booking that was closest to the average price difference across the non-hidden city bookings. Additionally, upon identifying and selecting the most representative hidden city booking and non-hidden city booking to use for the survey, we also collected and used as control stimuli the corresponding offerings on Expedia.com for the same flights shown on the respective Skiplagged.com and AA.com stimuli.

For the non-hidden city bookings, the average price differential was \$12.62 more expensive on Skiplagged.com than AA.com (the median difference was \$10.00 more on Skiplagged.com than AA.com). Thus, the stimuli selected for the survey was a booking that was \$10.00 more expensive on Skiplagged.com than AA.com. For the hidden city bookings, the average price differential was \$62.46 cheaper on Skiplagged.com than AA.com (and the median was \$28.80 cheaper on Skiplagged.com than AA.com). Thus, based on the specific test buys simulated, the stimuli selected for the survey was a booking that was \$55.00 cheaper on Skiplagged.com than AA.com. The selected stimuli are included in appendix C2 and in the programmed questionnaire.

4. The Questionnaire

- SCREENER -

INTRO

Thank you for your interest in today's survey.

We value your opinions, and all of your answers will be held in the strictest confidence, so do not be afraid to answer

each question honestly. Remember, there are no right or wrong answers.

While you are completing the survey, we ask that you do not look at windows, tabs, or applications on any device. Please do not search the Internet or ask others for help regarding any questions. We are only interested in your own opinions. If you don't know the answer, that is okay, please select "Don't know" and move forward to the next question. Do not guess your answer.

[PN: ADD IN "CAPTCHA" AND INSTRUCTIONS.]

SA1.

First, please select the type of device you are using right now to access this page. *Select one.*

A laptop or desktop computer	1	
A tablet (e.g., Samsung Galaxy Note or Apple iPad)	2	
A smartphone (e.g., Samsung Galaxy or Apple iPhone)	3	
Other device	4	[PN: TERMINATE HERE]

[PN: TERMINATE IF SA1=4.]

S0.

Before you continue, please read the following confidentiality and non-disclosure statement, and answer the question that follows.

I recognize and fully understand that the survey content is of confidential nature. Therefore, I agree that both during and after the study, I will not disclose any of the information referenced in the interview and will not discuss this survey with anyone else. Also, I will not identify the nature of the product or service described in this survey.

Do you agree or disagree?

Select one.

I agree	1	
I disagree	2	[PN: TERMINATE HERE]

[PN: MUST AGREE AT S0 – PUNCH 1, OTHERWISE TERMINATE.]

S01.

Do you wear glasses or contact lenses when you're using a computer, tablet, or smartphone? Select one.

Yes	1
No	2

[PN: ASK IF WEAR GLASSES OR CONTACT LENSES (S01=1)] S02.

Are you currently wearing your glasses or contact lenses?

Select one.

Yes	1	
No	2	[PN: STOP/HOLD HERE]

[PN: IF NO STOP/HOLD ABOVE (S02=2), DISPLAY BELOW AND ALLOW RESPONDENT TO START AGAIN WHEN RETURNING.]

Please put on your glasses/contact lenses before you proceed with the survey.

INTRO.

Now, we'd like to ask you a few questions to make sure the survey is relevant to you.

S1.

Do you or does anyone in your household work for any of the following industries or companies? *Select all that apply.*

An advertising agency or public relations firm	1	[PN: TERMINATE AFTER S7c]
A market research firm or the market research department of a		[PN: TERMINATE AFTER S7c]
company	2	
A marketing firm or the marketing department of a company	3	[PN: TERMINATE AFTER S7c]
An airline, travel agency, or a company that sells airline and travel		[PN: TERMINATE AFTER S7c]
tickets	4	
Any financial services company such as a bank, mutual fund		
company, brokerage firm, or investment firm	5	
A company that manufactures technology or electronics products	6	
A company that manufactures, distributes, or sells food or		
beverage products	7	
None of the above	99	[PN:ANCHOR,EXCLUSIVE]

[PN: IF WORK IN A RELATED INDUSTRY (PUNCHES 1-4), TERMINATE AFTER S7c. OTHERWISE, CONTINUE.]

S2a.

What is your age?

Enter a whole number.

	1	
Prefer not to answer	98	[PN: TERMINATE]

[PN: Allow 0-99. MUST BE 18+. TERMINATE HERE IF UNDER 18.]

[PN: HIDDEN QUESTION]

hS2b.

AGE

Under 18	1	S2a < 18	[PN: TERMINATE HERE]
18-24	2	S2a = 18-24	
24-34	3	S2a = 25-34	
35-44	4	S2a = 35-44	
45-54	5	S2a = 45-54	
55-64	6	S2a = 55-64	
65+	7	S2a = 65+	
Prefer not to answer	98	S2a = 98	[PN: TERMINATE HERE]

[PN: MUST BE 18+ TO QUALIFY. TERMINATE HERE IF UNDER 18 OR PREFER NOT TO ANSWER.]

S3.

Please record your gender identity.

Select one.

Male	1
Female	2

Non-binary	97
Other (Specify)	98
Prefer not to answer	99

S4.

Are you of Spanish, Hispanic or Latino/a origin?

Select one.

Yes	1
No	2

S5.

Which of the following ethnic groups do you identify most closely with?

Select one.

Asian/Pacific Islander	1
Black/African American	2
Native American or Alaska Native	3
White/Caucasian	4
Other (Specify)	97
Prefer not to answer	98

S6.

In which state do you reside?

Select one.

[PN: USE DROP DOWN LIST]

[PN: HIDDEN QUESTION]

S6a.

REGION

Northeast	1
South	2
Midwest	3
West	4

[PN: THE FOLLOWING QUESTIONS SHOULD BE SET UP AS A GRID WITH COLUMNS; YES, NO, DON'T KNOW. PLEASE ROTATE SO HALF THE RESPONDENTS WILL SEE YES/NO AND THE OTHER HALF WILL SEE NO/YES. KEEP ORDER OF YES/NO CONSISTENT THROUGHOUT ENTIRE SURVEY AND RECORD ORDER.]

S7a.

Which, if any, of the following activities **did you do in the past 12 months**? For each activity, please answer [MATCH ASSIGNED YES/NO ORDER: Yes, No,] or you "Don't know." *Select all that apply.*

[PN: RANDOMIZE]

		Yes	No	Don't know
1	Booked a hotel room	(1)	(2)	(3)
2	Booked an airline ticket (on a commercial airline)	(1)	(2)	(3)

3	Booked a car rental	(1)	(2)	(3)
4	Made a restaurant reservation	(1)	(2)	(3)
5	Made an appointment for eye care	(1)	(2)	(3)
6	Made an appointment for auto service	(1)	(2)	(3)

S7b.

Which, if any, of the following activities are you **likely to do in the next 12 months**? For each activity, please answer [MATCH ASSIGNED YES/NO ORDER: Yes, No,] or you "Don't know." *Select all that apply.*

[PN: HOLD IN THE SAME ORDER AS S7a]

		Yes	No	Don't know
1	Book a hotel room	(1)	(2)	(3)
2	Book an airline ticket (on a commercial airline)	(1)	(2)	(3)
3	Book a car rental	(1)	(2)	(3)
4	Make a restaurant reservation	(1)	(2)	(3)
5	Make an appointment for eye care	(1)	(2)	(3)
6	Make an appointment for auto service	(1)	(2)	(3)

[PN: HIDDEN QUESTION]

S7c.

Commercial airline reservation status

Made a commercial airline	1	S7a_2=1 AND S7b_2=2 OR 3	
reservation in the last 12 months			
only			
Will make a commercial airline	2	S7a_2=2 OR 3 AND S7b_2=1	
reservation in the next 12 months			
only			
Both – reservation made in last 12	3	S7a_2=1 AND S7b_2=1	
months AND will make in next 12			
months			
Neither	4	S7a_2=2 OR 3 AND S7b_2=2 OR	[PN: TERMINATE]
		3	

[PN: CONTINUE IF MADE OR INTEND TO MAKE A COMMERCIAL AIRLINE RESERVATION (S7c=1-3). OTHERWISE, TERMINATE.]

S8a.

[ASK IF MADE AN AIRLINE RESERVATION IN THE PAST 12 MONTHS (S7c=1 OR 3)]

In the **past 12 months**, when you made a reservation for an airline, which of the following methods did you use to make your reservation? For each option, please answer [MATCH ASSIGNED YES/NO ORDER: Yes, No] or you "Don't know."

Select one response for each option.

In the past 12 months...

[PN: RANDOMIZE]

		Yes, <u>I made</u> a	No, I did not make	
		reservation for an	a reservation for an	
		airline through	airline through this	
		this method	method	Don't know
1	Through an online ticket website	1	2	3
2	Directly through an airline	1	2	3
3	Through a travel agency	1	2	3
4	Through a credit card company	1	2	3

	Other (Specify)	1		
		[PN: ANCHOR		
5		ROW]	2	3

S8b.

[ASK IF PLANNING ON MAKING AN AIRLINE RESERVATION IN THE NEXT 12 MONTHS (S7c=2 OR 3)]

In the **next 12 months**, when you make a reservation for an airline, which of the following methods will you use to make your reservation? For each option, please answer [MATCH ASSIGNED YES/NO ORDER: Yes, No] or you "Don't know."

Select one response for each option.

In the next 12 months...

IPN: HOLD IN THE SAME ORDER AS S8al

		Yes, <u>I will make</u> a reservation for an airline through this	No, I will not make a reservation for an airline through this	Destribute
		method	method	Don't know
1	Through an online ticket website	1	2	3
2	Directly through an airline	1	2	3
3	Through a travel agency	1	2	3
4	Through a credit card company	1	2	3
	Other (Specify)	1		
		[PN: ANCHOR		
5		ROW]	2	3

[PN: HIDDEN QUESTION]

S8c.

Online Ticket Website Usage Status

Office Tieket Website Osage Status			
Used online ticket website in the last	1	S8a_1=1 AND S8b_1=2 OR 3 OR	
12 months only		BLANK	
Will use an online ticket website in	2	S8a_1=2 OR 3 OR BLANK AND	
the next 12 months only		S8b 1=1	
Both – Used online ticket website in	3	S8a_1=1 AND S8b_1=1	
the last 12 months AND will use an			
online ticket website in the next 12			
months			
Neither	4	S8a_1=2 OR 3 OR BLANK AND	[PN: TERMINATE]
		S8b_1=2 OR 3 OR BLANK	

[PN: CONTINUE IF PURCHASED OR INTEND TO PURCHASE TICKET THROUGH AN ONLINE TICKET WEBSITE (S8c=1-3). OTHERWISE, TERMINATE.]

S9.

Which of the following sets of stripes appears in this order: RED, YELLOW, GREEN, BLUE? *Select one*.

[RANDOMIZE]

[PN: PLEASE SHOW 4 SETS OF STRIPES OF 4 DIFFERENT COLORS, INCLUDING ONE THAT IS ORDERED RED, YELLOW, GREEN, BLUE]

[PN: TERMINATE IF RED, YELLOW, GREEN, BLUE ORDER NOT SELECTED]

[PN: TO QUALIFY FOR SURVEY, MUST MEET THE FOLLOWING CRITERIA:]

- Meets device qualifications SA1=1,2,3
- Agree to terms S0=1
- If typically wears glasses or contact lenses while working on a computer, must be wearing them (if S01=1, then must be S02=1)
- Does not work in a sensitive industry (S1=5,6,7,99)
- Age 18+ (S2b=2-6)
- Made or planning on making airline reservation (S7c=1-3)
- Made or planning on using online ticket website (S8c=1-3)

S₁₀ - HIDDEN.

ASSIGN TO A CELL ON A LEAST FILL BASIS BASED ON AGE, GENDER AND REGION

Non-Hidden Cell 1	1
Non-Hidden Cell 2	2

- MAIN QUESTIONNAIRE -

INTRODUCTION [PN: SHOW TO ALL]

Remember, please do not search the Internet, or ask others for help regarding any questions. We are only interested in your own opinions. If you don't know the answer, that is okay, please enter or select "Don't know" and move forward to the next question. Do not guess your answer.

After you click "Next" you will see a series of images screen.

Please take your time to review the images. Do not use the back button of your browser at any time or your information will be lost.

[PN: NEW SCREEN]

Imagine that you wanted to book a roundtrip airline flight from Santa Ana to Miami, and you decided to use the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] website to book flights. Below is the output you received when checking for available flights. Please assume that you selected the flight boxed in red.

Please review this information the way that you normally do when reviewing and selecting airline flights online.

PN: IF CELL 1(S10=1) THEN SHOW:

HC - Cell 1 - Stimuli 1 - Page 1

HC - Cell 1 - Stimuli 1 - Page 2

HC - Cell 1 - Stimuli 1 - Page 3

HC - Cell 1 - Stimuli 1 - Page 4

PN: IF CELL 2 (S10=2) THEN SHOW:

HC - Cell 2 - Stimuli 1 - Page 1

HC - Cell 2 - Stimuli 1 - Page 2

Q0.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Were you able to see the images **clearly**?

Select one.

Yes , I was able to clearly see the images and read the words on the screen	1	[PN: CONTINUE TO Q1]
No, I was not able to clearly see the images and read	2	[PN: RE-SHOW STIMULUS AND ASK
the words on the screen		THIS QUESTION AGAIN]

[PN: MUST CONFIRM SAW IMAGES CLEARLY. DO NOT CONTINUE TO Q1a UNLESS Q0=1. IF SELECTED Q0=2 A SECOND TIME TERMINATE]

[PN: IF Q0=2, DISPLAY THIS MESSAGE AND RE-SHOW THE IMAGE PAGE, THEN SHOW Q0

AGAIN: We are going to show you the images again. Please look at the images carefully and click "Next" when you are ready to continue.]

Q1a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

How would you describe the offering on this website to a friend?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Ī	Don't know	99	EXCLUSIVE

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q1a. ASK IF PROVIDED AN ANSWER IN Q1a. – NE 99] Q1b.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Is there anything else?

Please enter your response below and be as detailed as possible.

[OPEN END TEXT BOX]

E TOTAL CONTRACTOR OF THE STATE		
There is no other way I would describe it to a friend	99	EXCLUSIVE

Q2.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Does the company that operates this website have a business connection or association with another company, or do you not know?

Select one.

[PN: ROTATE ORDER OF YES AND NO].

Yes, it has a business connection or association with another	
company	1
No, it does not have a business connection or association with	
another company	2
Don't know	3

[PN: IF YES AT Q2, ASK Q3a AND Q3b, ELSE SKIP TO Q4] Q3a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Which other company does the company operating this website have a business connection or association with? *Please enter your response below and be as detailed as possible or select* "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
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[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q3A. ASK IF PROVIDED AN ANSWER IN Q3a. – NE 99] Q3b.

What makes you say that?

Please type your answer below or select "Don't know."

[OPEN END TEXT BOX]

<u>. </u>		
Don't know	99	EXCLUSIVE

Q4.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Does the company that operates this website require permission or authorization from any other company, or do you not know?

Select one.

[PN: ROTATE ORDER OF YES AND NO].

Yes, it requires permission or authorization from another company	1
No, it does not require permission or authorization from another	
company	2
Don't know	3

[PN: IF YES AT Q4, ASK Q5a, Q5b, Q6a, AND Q6b, ELSE SKIP TO Q7]

Q5a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

From which company is permission or authorization required?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE	

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q5a. ASK IF PROVIDED AN ANSWER IN Q5a. – NE 99] Q5b.

What makes you say that?

Please type your answer below or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

[PN: IF YES AT Q4 ASK Q6a]

Q6a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

For what do they need to get permission or authorization?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know 99 EXCLUSIVE

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q6a. ASK IF PROVIDED AN ANSWER IN Q6a. – NE 99]

Q6b.

What makes you say that?

Please type your answer below or select "Don't know."

IOPEN END TEXT BOX1

Don't know	99	EXCLUSIVE

Q7a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

What do you believe is the relationship between [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] and the airline?

Select one.

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is an	1	
authorized agent of the airline		

[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is not an	2	
authorized agent of the airline		
There is some other relationship between [PN: IF Cell 1 (S10=1): "Skiplagged",	3	
IF Cell 2 (S10=2): "Expedia"] and the airline		
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q7A. ASK IF PROVIDED AN ANSWER IN Q7a/NE 99] Q7b

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

Q8a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or you "Don't know." *Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

Buying tickets through [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2	1	
(S10=2): "Expedia"] is cheaper than buying directly from the airline		
Buying tickets through [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2	2	
(S10=2): "Expedia"] is not cheaper than buying directly from the airline		
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q8a. ASK IF PROVIDED AN ANSWER IN Q8a. – NE 99] Q8b.

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

Q9a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or you "Don't know." *Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] charges	1	
an additional fee on top of the airline's total ticket cost.		
[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] does not	2	
charge an additional fee on top of the airline's total ticket cost.		
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q9a. ASK IF PROVIDED AN ANSWER IN Q9a. – NE 99]

Q9b

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

D	Oon't know	99	EXCLUSIVE

[PN: ASK ONLY IF THEY THINK THERE'S A FEE – Q9a=1] Q10a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or you "Don't know." *Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

I believe the fee [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2):	1	
"Expedia"] charges for its services is reasonable		
I believe the fee [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2):	2	
"Expedia"] charges for its services is not reasonable		
N/A (I do not think [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2):	3	
"Expedia"] charges an additional fee on top of the airline's total cost)		
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q10a. ASK IF PROVIDED AN ANSWER IN Q10a. – NE 99] Q10b.

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

Q11a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or you "Don't know." *Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is an	1	
authorized travel agency with access to fares I could not access via the airline		
[PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] is not an	2	
authorized travel agency and does not have access to fares I could access via the		
airline		

Don't know if [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2):	98	[ANCHOR]
"Expedia"] are an authorized travel agency		
Don't know if [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2):	99	[ANCHOR]
"Expedia"] have or do not have access to fares I could not access via the airline		

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q11a. ASK IF PROVIDED AN ANSWER IN Q11a. – NE 99] O11b

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

Q12a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or "Don't know." *Select one.*

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

A ticket bought through [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2	1	
(S10=2): "Expedia"] is a valid ticket		
A ticket bought through [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2	2	
(S10=2): "Expedia"] is not valid ticket		
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q12A. ASK IF PROVIDED AN ANSWER IN Q12A – NE 99] O12b

What makes you say that?

Please enter your response below and be as detailed as possible "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

Q12c.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Based on your understanding of the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings, please select the option you believe is correct or "Don't know."

[PN: ROTATE THE ORDER OF PUNCHES 1 AND 2. RECORD ORDER.]

Select one.

The option offered by [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] carries no risk	1	
The option offered by [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] carries risks	2	
Don't know	99	[ANCHOR]

[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q12C. ASK IF PROVIDED AN ANSWER IN Q12C – NE 99]

O12d

What makes you say that?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

[PN: ASK IF CARRIES A RISK – Q12C/2] Q12e.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

What are the risks associated with this ticket?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q12e. ASK IF PROVIDED AN ANSWER IN Q12e. – NE 99] O12f.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Are there any other risks?

Please enter your response below and be as detailed as possible.

[OPEN END TEXT BOX]

There is no other risks	99	EXCLUSIVE

Q13a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Before today were you aware of [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]?

[PN: ROTATE ORDER OF YES AND NO].

Yes	1
No	2
Don't know	3

[PN: ASK IF AWARE OF SKIPLAGGED/EXEDIA Q13a. = 1] O13b.

Have you ever used [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]?

[PN: ROTATE ORDER OF YES AND NO].

Yes	1
No	2
Don't know	3

Q14a.

Flight Information Link: [PN: INSERT FIRST SET OF STIMULI]

Reflecting on the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offering and everything you know about them how do you feel about buying your next airline ticket from them?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q14a. ASK IF PROVIDED AN ANSWER IN Q14a – NE 99] Q14b.

Is there anything else?

Please enter your response below and be as detailed as possible.

[PN: OPEN END TEXT BOX]

There are no other reasons why I said that 99 EXCLUSIVE

INTRO

Let's imagine that you decide to compare the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offer with the same flights available on the American Airlines website and you got the following results.

Please review this information the way that you normally do when reviewing and selecting airline flights online.

```
PN: SHOW ALL:
```

HC - Stimuli 2 - Page 1

HC - Stimuli 2 - Page 2

AFTER SHOWING STIMULI 2:

IF CELL 1(S10=1) THEN SHOW:

HC - Cell 1 - Stimuli 1 - Page 4

IF CELL 2 (S10=2) THEN SHOW:

HC - Cell 2 - Stimuli 1 - Page 2

PN: NEW SCREEN only show for Cell 1 (S10=1)

Now, please review the conditions associated with the Skiplagged offering versus American Airlines' policies. Please review this information the way that you normally do when reviewing and selecting airline flights online.

Q15a.

Flight Information Link: [PN: INSTERT STIMULI 1 FOLLOWED BY STIMULI 2]

Comparing the results you got from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] and from the American Airlines website, how do you feel about the [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offering?

Please enter your response below and be as detailed as possible or select "Don't know."

[OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE
------------	----	-----------

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q15a. ASK IF PROVIDED AN ANSWER IN Q15a. – NE 99] O15b.

Is there anything else?

Please enter your response below and be as detailed as possible.

[OPEN END TEXT BOX]

There is nothing else that describes how I feel about the [PN: IF Cell 1	99	EXCLUSIVE
(S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"] offerings		

Q16a.

Flight Information Link: [PN: INSTERT STIMULI 1 FOLLOWED BY STIMULI 2]

How likely would you be to consider buying your next airline ticket from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]?

Select one.

[PN: ROTATE WHETHER PUNCHES ARE SHOWN FROM 1 – 5 OR 5 – 1. RECORD WHAT WAS SEEN]

Definitely would not consider buying my next airline tickets from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]	1	
Probably would not consider buying my next airline tickets from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]	2	
May or may not consider buying my next airline tickets from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]	3	
Probably would consider buying my next airline tickets from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]	4	
Definitely would consider buying my next airline tickets from [PN: IF Cell 1 (S10=1): "Skiplagged", IF Cell 2 (S10=2): "Expedia"]	5	
Do not know	99	[ANCHOR]

[PN: TRIGGER QUESTION - SHOW ON THE SAME SCREEN AS Q16a AFTER THEY PROVIDED AN ANSWER – 1-5 AND 99]

Q16b.

What made you say that you [INSERT ANSWER FROM Q16A IN LOWER CASE]?

Please enter your response below and be as detailed as possible or select "Don't know." [OPEN END TEXT BOX]

Don't know	99	EXCLUSIVE

[PN: TRIGGER QUESTION – SHOW ON THE SAME SCREEN AS Q16b. ASK IF PROVIDED AN ANSWER IN Q16b – NE 99]

Q16c.

Is there anything else?

Please enter your response below and be as detailed as possible.

IPN: OPEN END TEXT BOX

There are no other reasons why I said that	99	EXCLUSIVE
--	----	-----------

[PN: ASK ALL]

D1.

For quality control purposes, please enter the year you were born.

[PN: ALLOW NUMBERS RANGING FROM 1922-2023]

[PN: Must come within 1 year of actual age (S2a) or flag]

[PN: SHOW FOR ALL AT THE END OF THE SURVEY - NEW SCREEN]

Thank you very much for completing this survey. We truly value your response and appreciate you taking time to share your opinions with us.

5. Data Collection and Quality Control

The data collection was conducted by Radius Global. They worked under my direction, formatted, and programmed the questionnaires, coordinated the data collection process, analyzed the data, and prepared the Appendices for this report. The data collection was done between April 10-15, 2024 and resulted in 600 respondents. The data collection was stopped after the first day of interviewing (as a pretest). Since none of the respondents had any difficulties with the questionnaire, we continued with the data collection.

In addition to the quality assurance questions included as part of the screening questions, Radius employed the following quality control procedures:

• Surveys hosted on secure encrypted servers.

¹ Radius Global is a leading provider of research, data, analytics, insights, and marketing intelligence. *See* https://radiusinsights.com/

Data checks implemented:

- Check for duplicate IP addresses to keep respondents from taking the survey more than once;
- o CAPTCHA;
- o Speeders removed from data;
- o Open-ended responses reviewed to ensure respondent is paying attention/providing meaningful answers.

6. Analysis

The analysis included:

- Analysis of the verbatim responses regarding the reasons for the confusion and perceived deception. This analysis followed the scientific approach for content analysis, including coding the data by (a) involving two independent coders who were not familiar with the objective of the study or its sponsors, and (b) a procedure for resolving conflicts between the two coders; and
- Computer tabulations of the results.
- Testing for the statistical significance of the difference between the test and control groups of each of the two stimuli. The Hidden City and Non-Hidden City offerings

B. Validating the consumer experiments with other data and relevant marketing and consumer behavior theories and findings

To validate the findings of our customer experiments we looked at other relevant data sets that included.

1. Consumer complaints to AA about Skiplagged re confusion and perceived deception.

During the period 1/1/2018 - 3/6/2024, the AA customer complaint database identified 88 complaints with the terms "Skiplagged" or "Skiplag". Eighty (80) of the complaints dealt with Hidden City. The analysis was done by a litigation support company using the following definitions:

Deception - any complaint where the customer misunderstood what they were buying. This included where the customer is confused because their itinerary has an extra leg beyond where they plan to get off; where the customer did not get the necessary visa or bring a passport for a ticket with where final destination is

international; where the customer does not understand why they couldn't check a bag; where the customer complains that they paid more booking through Skiplagged versus booking directly. This category also included complaints about consumer consequences, such as: did the customer get denied boarding; was the customer prevented from checking-in; did the customer have to rebook and pay a higher price; did the customer lose baggage when it was checked through to the destination; any other instance where the customer and had harm/loss/consequences as a result of their hidden city ticket.

Confusion – any complaint about role, authority, or relationship of Skiplagged vis a vis the airline. This included any complaint suggesting the customer misunderstood what Skiplagged could and could not do to support a customer after purchase, or the customer assumed Skiplagged could provide travel agency services; any complaint where the customer expected Skiplagged to reaccommodate, cancel, refund flight price, make meal selections or seat reservations; and any complaint where the customer thought Skiplagged is an approved booking partner or agent.

Other - all documents that do not fall under the above categories.

Analysis of the complaints revealed the following distribution.

- Confusion and Deception (n=22)
- Deception (n=57)
- Neither (n=7)
 - 2. Consumer complaints to Skiplagged re confusion and perceived deception.

Skiplagged produced a total of 46,621 documents. Of those, 30,658 were emails with one of the following email addresses as a last-in-time sender or recipient:

- agent@skiplagged.com
- booking@skiplagged.com
- privacy@skiplagged.com
- support@skiplagged.com

These are Skiplagged's customer support emails. The vast majority of these emails relate to AA bookings.

The documents are in a Relativity database. Using Relativity's Sampling tool (https://help.relativity.com/RelativityOne/Content/Relativity/Sampling.htm), we created a randomized 95/2.5 statistical sample. The sample was 1,464 emails. We categorized these documents as Deception, Consumer Confusion or Other, defined as set forth above.

Analysis of the complaints revealed the following distribution.

- Confusion (n=263)
- Deception (n=204)
- Confusion and Deception (n=47)
- Other (n=951)

The sampled data, when projected to the universe of complaints to the nearest thousand, suggests approximately 12,000 of the complaints reflect deception and/or confusion.

3. Consumer posts on social networks illustrating confusion and deception.

I directed Voluble² to identify and collect consumer comments posted online about Skiplagged. To identify consumer comments about Skiplagged, a search for social media posts that contain the term "skiplagged" or "skip lagged" was performed using Brandwatch, an industry-leading database that provides access to social media data. The search was limited to posts on X (formerly, Twitter) and Reddit, as these platforms returned the highest volume of consumer posts that mentioned Skiplagged. I then reviewed the posts returned by the search to identify those that were potentially relevant to my analysis.

4. Consumer behavior and advertising theories and findings that support the validity of our empirical findings.

The purpose of this additional analysis is to test to what extent consumer behavior and advertising theories and findings are consistent with or support the findings of our experiments

² Voluble is a consulting firm experienced in analyzing social media and other online posts to provide insights for litigation. Voluble is division of Global Business Experts Group (GBX), a litigation consulting firm, that has worked with dozens of clients on a variety of matters involving intellectual property and other issues.

and the other independent data.

V. <u>FINDINGS</u>

- A. The results of the consumer experiments are presented in the five sections corresponding to the five key areas of interest addressed by the experiments.
 - 1. Consumers' awareness and usage of Skiplagged (vs. Expedia)

As can be seen in Exhibit 1 below, as expected most respondents are familiar with Expedia. In contrast only a small % (between 14 and 18%) are familiar with Skiplagged. Yet, among the segment familiar with Skiplagged, the percent who used Skiplagged for regular tickets is similar to the % of Expedia users among those aware of them. But the % of users of Skiplagged Hidden city tickets are much lower.

Exhibit 1

Consumers' awareness and usage of Skiplagged (and Expedia)

(Q13a & 13b)

% of Respondents					
	Test	Control	Test	Control	
Based on:	Skiplagged	Expedia	Skiplagged Hidden	Expedia	
baseu on:	Ticket	Ticket	City Ticket	Ticket	
	(n=146)	(n=155)	(n=144)	(n=155)	
Awareness (Q13a)	· · · · · · · · · · · · · · · · · · ·				
Yes	17.8%	92.9%*	13.9%	96.8%*	
No	81.5%*	6.5%	86.1%*	3.2%	
DK	0.7%	0.6%	0.0%	0.0%	
Based on aware of	Skiplagged	Expedia	Skiplagged Hidden	Expedia	
Skiplagged (Expedia)	Ticket	Ticket	City Ticket	Ticket	
Usage (Q13b):	(n=26)	(n=144)	(n=20)	(n=150)	
Yes	73.1%	77.8%	50.0%	80.0%*	
No	26.9%	21.5%	45.0%*	20.0%	
DK	0.0%	0.7%	5.0%*	0.0%	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Note: Awareness and Usage for Test Cells are related to Skiplagged. Awareness and Usage for Control Cells is related to Expedia.

2. Consumers' perceptions of Skiplagged (vs. Expedia)

Exhibit 2 includes illustrative responses to the open ended question "how would you describe the offering on this (Skiplagged) website to a friend?" For a full listing of these responses, see the full verbatim in Appendix C-6.

Exhibit 2

<u>Illustrative Consumers' Description of the Skiplagged offering</u> (Q1a:b) Test Stimuli

Skiplagged Ticket
(n=146)
Illustrative responses
Flight booking american airlines
A good offer that benefits the buyer.
A way to book flights cheaper
I think it's not a bad price it's cheaper than most [else] basically your only going to pay
150 for a few hours longer but at least you'll get there
Scam
There are good prices that you should check it out

<u>Illustrative Consumers' Description of the Skiplagged Hidden City offering</u> (Q1a:b) Test Stimuli

Skiplagged Hidden City
Ticket
(n=144)
Illustrative responses
Very good website for booking flights
It's a offering for airline tickets
It's a good awful price wise but I thought the airlines did not allow this
The site is clear about baggage requirements and says the airlines don't like this method.
It's a cheaper alternative to most options. No checked bags, but it's worth it.
Receive a discount compared to the actual airline site.

At the end of the questioning re Skiplagged (Expedia), we asked the respondents in Question 14a "reflecting on the Skiplagged (Expedia) offering and everything you know about them how do you feel about buying your next airline ticket from them?" The responses were coded into positive, neutral, or negative sentiment and presented in Exhibit 3. Examination of these results show that less than 12% of the respondents had negative sentiment toward Skiplagged. Yet, this is more than double the negative sentiment toward Expedia. While the positive sentiments toward Skiplagged are significantly below that of Expedia, they are still very high -- 45% among the Non-Hidden City ticket customers and 35% among the Hidden City customers.

Exhibit 3
Reflections on Skiplagged and Expedia
(Q14a:b)

% of Respondents						
Consumer Reactions of Skiplagged (Expedia):	Test Skiplagged Ticket (n=146)	Control Expedia Ticket (n=155)	Test Skiplagged Hidden City Ticket (n=144)	Control Expedia Ticket (n=155)		
Negative sentiment towards Skiplagged (Expedia)	11.0%*	4.5%	11.8%*	5.8%		
Neutral sentiment towards Skiplagged (Expedia)	17.1%*	7.7%	25.7%*	9.0%		
Positive sentiment towards Skiplagged (Expedia)	45.2%	71.6%*	35.4%	67.7%*		
Don't Know	26.7%*	16.1%	27.1%*	17.4%		

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Illustrative verbatim for all the sentiments are presented in Exhibits 3a, b and c. For the full verbatim. See Appendix C-6.

Exhibit 3a
Reflections on Skiplagged and Expedia: Illustrative Negative Verbatims
(Q14a:b)

Test	Control	Test	Control
Skiplagged	Expedia	Skiplagged Hidden City	Expedia
Ticket	Ticket	Ticket	Ticket
(n=16)	(n=7)	(n=17)	(n=9)
I am not familiar with this website and would not be comfortable ordering tickets there.	I would rather book directly from website	I would not buy my next ticket from them because of the fees and how cluttered their website looked.	Likely buy directly from airline unless they offer a great deal
I have never heard of this company. It doesn't state whether your ticket is valid through the airlines purchased for.	I wouldn't buy from Expedia again I have had bad experiences when my flight was cancelled	Cautious as I have never heard of them	It is probably better to go direct through the airline
I will not be doing this because I will not end up on the no flight list.	I will be very careful	I would not buy the ticket	I usually find better rates if I just book the flight myself through the airlines
i have never heard of them before - so will be a bit wary	I dont like expedia	Fairly risky and might lose your money at the end	I will likely not unless it is much cheaper
I probably would still go through the airline website	No. I will stick to going to the direct airline I am flying with	I'm just not sure because it's making me seem like I shouldn't trust it	I will continue to use the airline website
Still not sure how reliable it would be	I likely will not use Expedia unless it offers something cheaper than I can find	Another online service trying to make money	I have never used Expedia personally, but I did use another similar site and was very displeased at all the "hidden" charges. So, I probably would not purchase a ticket through Expedia.

Exhibit 3b Reflections on Skiplagged and Expedia: Illustrative Neutral Verbatims (Q14a:b)

Test	Control	Test	Control
Skiplagged	Expedia	Skiplagged Hidden City	Expedia
Ticket	Ticket	Ticket	Ticket
(n=25)	(n=12)	(n=37)	(n=14)
I could do it but first I have to know more	I don't have any feelings if they offer a better price I'll use them	will look into it	I will definitely look into it. I have my own favorite websites that I use when I'm flying
Given proper reviews, maybe I'd checkmate out if it was legit or not and purchase one	Third party booking site that checks fees	May or may not	I would be on the fence. third parties are a concern to me
Not sure if I would purchase using this website, but I will definitely check them out for my next ticket to purchase	Would research to make I'm not paying more	It's a possibility I would need to do more research to confirm	I'm undecided. We just had to cancel some flights and it's not always clear who you're dealing with
Would have to do more research about validity of this site	not super comfortable, but will buy anyways	I will do more research	I would definitely look into it.
I would need to do some research on them before using them, I research everything before using it.	I may do it. I will compare with other websites.	Very possible, I can't plan to far ahead! Things deals discounts promos come and go!	I would certainly look and see what I can find and would use them.
Confident in saving, cautious about potential restrictions	I may or may not use them.	Since I've never heard of this company I don't know how I feel. But it would be something that I would be happy to look into it and see if it would save me any money.	50/50 depends on price or competitors offers

Exhibit 3c
Reflections on Skiplagged and Expedia: Illustrative Positive Verbatims
(Q14a:b)

Test	Control	Test	Control
Skiplagged	Expedia	Skiplagged Hidden City	Expedia
Ticket	Ticket	Ticket	Ticket
(n=66)	(n=111)	(n=51)	(n=105)
I will look into them for next time	Confidence that they will get me a good deal better then I could on my own from the airline.	Confident it will save me money	I will definitely buy tickets from them because they offer huge discounts
I feel as if buying an airline ticket from this platform would be a good deal.	I feel good about buying from them because I trust their service.	Most of the time, I do book with Skiplagged. it offers competitive prices	I'm excited to check them out because I would like to save money on my next flight
I will be very happy to book a travel trip with them because their service is affordable and customers centric	I feel like I would consider Expedia as a way to save money	Would be a site I would surely check out	I may consider it if it is a large enough discount.
It would be easy and cheaper	Very professional and timely responsive	I would probably buy my next ticket from them	I would buy a ticket from Expedia if it was the price I was looking for.
Might be a good idea. Price seemed reasonable.	I think this is a very efficient and convenient way to book travel and accommodations	I would use this site again.	I feel positive. I have found them to be a good source for travel.
Reflecting on the offering and what I saw in the images, I will definitely visit the skip lagged website to purchase an airline ticket	I think Expedia is doing a good job and there is lots of choice.	Safe and secure	Comparing prices through different companies and options

The results of the analysis of the open ended responses regarding getting cheaper flights (for the Non-Hidden City tickets) or not recognizing the risks of the hidden city flights for those exposed to these stimuli, are listed in Exhibit 3d. This analysis was done both for the responses to the first open ended question (Q1) as well as across <u>all</u> open ended questions.

Exhibit 3d
Open-ended description of offering (to a friend) – (Open Ended Coded) – Deception
Q1a/b AND all OE Questions

	% of Confus	sed Consumers		
	Test	Control	Test	Control
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
Q1a/b				
There is deception	4.8%	NA	89.6%	NA
There is not deception	95.2%	NA	0.7%	NA
Ambiguous	0%	NA	9.7%	NA
All OE Questions				
There is deception	29.5%	NA	63.2%	NA
There is not deception	69.2%	NA	27.8%	NA
Ambiguous	1.4%	NA	9.0%	NA

There is deception:

- For Non-Hidden City ONLY: Skiplagged (Expedia) is cheaper than American Airlines
- For Hidden City: Consumer doesn't understand that there are meaningful risks associated with the ticket (financial penalties, not being able to fly on airline, etc.)

There is not deception:

• For Hidden City: Consumers understand at least one meaningful risk (beyond needing to pack a carry on) AND think the risks are worth it

Ambiguous

- If unclear based on responses
- For Hidden City: If only mention less meaningful risks (can't check a bag)

3. Consumers' beliefs re Skiplagged' s (Expedia) association with AA

One of the most striking findings of our study is that 41% of respondents exposed to the Skiplagged stimuli associated Skiplagged with AA, which is about the same % as those who associated Expedia (i.e., AA's legitimate/authorized agent) with AA. Even among those exposed to the Hidden City offering, 30% associated Skiplagged with AA. The detailed results based on questions 1,2,4,5 and 6 are presented in Exhibit 4.

Exhibit 4
Consumer Confusion as to the relationship between Skiplagged (or Expedia) and AA
(Q 1-6)

% of Confused Consumers					
	Test	Control	Test	Control	
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)	
All OE Questions					
Associated or connected with airline					
based on open-ended responses for					
all questions	2.7%	3.2%	4.9%	5.8%	
Q1 Associated or connected with					
airline based on open-ended	1.4%	0.6%	0.7%	1.9%	
description of offering					
Q2-3 Associated or connected with					
airline					
Q2					
Yes	33.6%	31.6%	25.7%	33.5%	
No	21.9%	21.9%	29.2%	21.3%	
Don't Know	44.5%	46.5%	45.1%	45.2%	
Q4-6 Require permission or authorization from an airline					
04					
Yes	24.0%	28.4%	13.9%	22.6%	
No	34.2%	33.5%	42.4%	36.1%	
Don't Know	41.8%	38.1%	43.8%	41.3%	
NET (Yes for Q2 or Q4)					
Yes	41.1%	42.6%	29.9%	42.6%*	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

To get a better understanding of the respondent's perceptions of the relationship between Skiplagged and AA, we asked them two additional questions: (Q7a) whether "Skiplagged (Expedia) is the authorized agent of the airline" or not. The responses to this question and a follow up question regarding the reasons for their belief are presented in Exhibit 5. Examination of these results shows that over 40% of the respondents exposed to the two Skiplagged stimuli believed Skiplagged is an authorized agent of the airline. And an additional 14-17% believed there is some other relationship between the two. Many of the reasons for this are not surprising, which included the facts that you can buy the ticket for the airline and the way the information is presented.

 $\frac{Exhibit \ 5}{The \ perceived \ relationship \ between \ Skiplagged \ (or \ Expedia) \ and \ AA}}{\underline{(Q \ 7a)}}$

% of Respondents						
	Test	Control	Test	Control		
Based on	Skiplagged	Expedia	Skiplagged Hidden	Expedia		
Dased on	Ticket	Ticket	City Ticket	Ticket		
	(n=146)	(n=155)	(n=144)	(n=155)		
Q7a Skiplagged (Expedia) is		· · ·	, , ,	Ì		
an Authorized agent of the	43.2%	56.1%*	42.4%	63.9%*		
airline						
Skiplagged (Expedia) is NOT						
an authorized agent of the	13.0%	14.2%	22.2%	9.0%		
airline						
There is some other						
relationship between	17.10/	15.50/	12.00/	12.50/		
Skiplagged (Expedia) and the	17.1%	15.5%	13.9%	13.5%		
airline						
Don't Know	26.7%	14.2%	21.5%	13.5%		
Q7b Illustrative Reasons for						
believing that Skiplagged						
(Expedia) is an authorized						
agent of the airline						
	Because they have	Because they	Generally many	That's the only		
	to be to be dealing	wouldn't be able to	airlines require this	way Expedia will		
	with the airline	broker me a flight	for the services to be	be allowed to sell		
		then	sold by a third party	airline tickets from		
				that company		
	Because I can buy a	It connects with the	From the name and	It shows real time		
	ticket	airline so that they	information	travel rates		
		know that you				
		booked a ticket to				
		their airline.				
	They obviously	The airline offers a	Because you buy	The airline is		
	selling tickets for	certain amount of	tickets from them	allowing Expedia		
	them	tickets to the		to sell tickets for		
		company at a		THEIR services		
		reduced rate for the		provided.		
		company to sell				
	They are helping to	Because I always	They must be	I would have to		
	sell flight tickets	booked at 39xpedia	authorized to sell	believe that they		
	through their	agency to book any	plane tickets	would be		
	platform.	airlines		otherwise how		
	_			could they sell the		
				ticket		
	They're selling	They connect the	Because their selling	It has been around		
	airline tickets	passenger to the	the airlines tickets	for a long time so		
		actual flight and	and flights.	it would make		
		receive payments		sense that it would		
				be		
	By how the	You can get on the	Because your able to	There are many		
	information was	airline through	buy a airline ticket	flights available		
	listed	Expedia but have to	associated with the	through the		
		contact Expedia if	airline	Expedia website.		
		you have any				
		problems.				

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

The second question regarding the relationship between Skiplagged and the airline was Q 11: whether "Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline."

The responses to this question are presented in Exhibit 6. An extremely high percent of respondents --close to 40%-- exposed to the two Skiplagged stimuli said YES. Many of the reasons for this perception is the way the material is presented.

Exhibit 6 Consumers' belief re Skiplagged (or Expedia) as an authorized agent with special access to fares that could not be accessed via the airline (Q11a)

% of Respondents						
	Test	Control	Test	Control		
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)		
Q11a Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline	38.4%	52.9%*	38.9%	53.5%*		
Q11a Skiplagged (Expedia) is NOT an authorized travel agency and does NOT have access to fares I could access via the airline	9.6%	7.7%	7.6%	7.7%		
DK if authorized agent	23.3%	19.4%	32.6%	16.1%		
DK if they have or do not have access to tickets, I could not access via the airline	28.8%	20.0%	20.8%	22.6%		
Q11b Illustrative Reasons for believing Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline						
	Because I could buy the ticket	It helps me book the ticket, luggage, and it gives me an option to pay more for luggage protection.	Can only book those fares though them	They sell fares for airlines so that should mean they have access to flights		
	Because their service is unique to them	You can book any airlines through Expedia	Listed on a major airline website	Some deals are only listed on their site		
	Because I believe they are cheaper	Airlines set aside a number of available seats to authorized travel agencies.	It seems like they offered exclusive discounts	This is the business they are in. They have certain parameters that make them more attractive.		
	Those tickets were too cheap for it to be anything else.	This is what Expedia does	States it in the pictures	I know they compare prices for the best deal		
	It seems they have very reasonable prices that I have not seen through the airlines directly	Expedia works to fulfill vacancies	I could not access via the airline	They are a travel company to book the entire trip from flights, hotels and car rentals		
	The only way I see them being able to get that low prices		If they weren't authorized, they would be shut down.			

[|] low prices | down. |
* = Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Given that we had a number of questions probing the respondent's' perceived association between Skiplagged and the airlines, exhibit 6a includes a summary of these responses identifying the NET percent of respondents who believed that such association exists. The results show that an overwhelming number of respondents (73% - 76%) believe Skiplagged is affiliated with AA. This is only slightly below the belief as to Expedia (AA's actual authorized agent).

Exhibit 6a

Overall and NET perceived association between Skiplagged and the Airlines
(All associated questions)

% of Confused Consumers					
	Test	Control	Test	Control	
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)	
All OE Questions					
Associated or connected with airline based on open-ended responses for					
all questions	2.7%	3.2%	4.9%	5.8%	
Q1-Q6 NET Associated or connected with airline based on					
open-ended description of offering	41.1%	42.6%	29.9%	42.6%*	
Q7a Skiplagged (Expedia) is an Authorized agent of the airline	43.2%	56.1%*	42.4%	63.9%*	
Q11a Skiplagged (Expedia) is an authorized travel agency with access to fares I could not access via the airline	38.4%	52.9%*	38.9%	53.5%*	
NET (said yes to at least one question)	76%	81.3%	72.9%	86.5%	

4. Consumers' belief re Skiplagged's deceptive messages and offers (vs. Expedia)

AA's Complaint in this case alleges that Skiplagged deceives consumers to believe that Skiplagged's regular tickets are cheaper than purchasing tickets directly from the airline, and that Skiplagged does not fully disclose to consumers the actual risks/consequences of purchasing a hidden city ticket from Skiplagged. To test these allegations, we asked the respondents who were

exposed to the Skiplagged offerings a few questions.

The first of these questions asked if "buying tickets through Skiplagged (Expedia) is cheaper than buying directly from the Airline" or not (Q8).

Not surprisingly, 62% of the respondents exposed to the first stimulus (the non-hidden city tickets) and 70% of those exposed to the second stimulus (the hidden city tickets) said YES. This is very similar to the % who said yes to this question with respect to Expedia.

Exhibit 7

Consumers' belief Re the cost of buying tickets through Skiplagged (or Expedia) vs. buying directly from the Airline

(Q8a:b)

% of Respondents					
	Test	Control	Test	Control	
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)	
Q8a Buying tickets through Skiplagged (Expedia) is cheaper than buying directly from the airline	61.6%	74.2%*	70.1%	65.2%	
Buying tickets through Skiplagged (Expedia) is NOT cheaper than buying directly from the airline	7.5%	9.0%	8.3%	15.5%	
Don't Know	30.8%	16.8%	21.5%	19.4%	
Q8b Illustrative Reasons for believing that buying tickets through Skiplagged (Expedia) is cheaper than buying directly from the airline					
	Cheaper fees	Because I have used them before and if it was cheaper to book through the airline nobody would ever use Expedia.	Price decreased	Often times these third party sites offer huge discounts	
	The tickets were discounted I believe	I guess they offer the list price available	Slight discount	They find the cheapest flights across all airlines	
	Because they had a great price	I get to get points for every booking that I do so next time I book I get a discount.	This is indicated on the site	You can compare prices ahead of time on the website.	
	I get a better deal.	It has more promotions	The price just seems low	From past experience.	
	The price is very affordable and customers centric	I travel frequently and the prices shown are cheaper	They showed a discount	You can use discounts and codes for deals and promotion	
	It offers discounts	It comes with rewards that could be use forthwith	Always cheaper thru a travel agent	In my experience, you get better deals by booking that way	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

A related question was whether "Skiplagged (Expedia), charges an additional fee on top of the airline total cost" (Q9).

Exhibit 8 presents the results, which show that one out of three respondents exposed to the non-hidden city stimuli said YES and one of 4 of the respondents exposed to the hidden city stimulus said YES. And both % are very similar to those of Expedia.

Exhibit 8a
Consumers' belief Re the fees charged by Skiplagged (or Expedia)
(Q9)

% of Respondents							
Based on	Test Control		Test	Control			
	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)			
Q9a Skiplagged (Expedia) charges an additional fee on top of the airline total ticket cost.	35.6%	34.2%	26.4%	24.5%			
Q9a Skiplagged (Expedia) does NOT charge an additional fee on top of the airline total ticket cost.	34.9%	39.4%	34.0%	44.5%*			
Don't Know	29.5%	26.5%	39.6%	31.0%			
Q9b Illustrative Reason for believing that Skiplagged (Expedia) does NOT charge a fee for its services							
	No additional charges was stated on their website	It rather comes with discounts and rewards	Much cheaper	Did not see an extra fee listed			
	It doesn't charge	They collect a fee from the airlines	They make there money from airline	From my experience, they simply do not do this.			
	I get a better value for my money when buying through this platform.	It said so	No additional cost if direct to the airline website	From past experience.			
	They don't accept extra fee	I didn't see additional fee on the website	I used it before and there was no additional fee	They get a percentage of tickets sold from the airline			
	The website doesn't charge extra it just charges your regular feats and how much ticket cost	I didn't see any extra fees	It was stated	No fees are listed			
	It doesn't say they do	It only charged taxes on top of the ticket price so there is no additional fees.	It's what I saw within the ad itself.	Additional fees are charged by the aitline			

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

The perception of the reasonableness of the fees are presented in Exhibit 8b and show very little difference between the perception of Skiplagged and Expedia.

 $\frac{Exhibit~8b}{Consumers'~belief~Re~the~fees~charged~by~Skiplagged~(or~Expedia)~are~reasonable.} \\ \frac{(Q10)}{}$

% of Respondents							
	Test Control		Test	Control			
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)			
Q10a Believe the fee Skiplagged (Expedia) charges for its services is reasonable	52.1%	51.0%	41.7%	49.0%			
Q10a Believe the fee Skiplagged (Expedia) charges for its services is NOT reasonable	8.2%	11.0%	17.4%	6.5%			
N/A (I do not think Skiplagged (Expedia) charges an additional fee on top of the airline's total cost)	17.1%	19.4%	16.7%	29.0%			
Don't Know	22.6%	18.7%	24.3%	15.5%			
Q10b Illustrative Reasons for believing the fee Skiplagged (Expedia) charges for its services is reasonable							
	It seems fair	I feel the fee is reasonable because it would help their business out and it'll improve their services.	45.00 is a o.k. fee	There is not an uplift in the price.			
	They are a middle plane of plane tickets	They just charged taxes	Other sites charge at least this fee or more.	Because it is still less than retail.			
	They have to make money somehow	Not too much	they have to make some money	I don't mind paying additional if it's really worth it.			
	So I can get a better deal overall.	The earliest bookings normally save customers money	They prices seemed reasonable given today's costs	Affordable prices.			
	There's a detailed information about the booking process for travelers	It's a third party and there is a fee	reasonable price good for everyone	They usually have all the information you need about a trip so they offering something that is valuable			
	The \$10 feed at this website charges is quite reasonable	It is a decent fee And and not too expensive	The price that's offered	I've booked with Expedia before and I think the rates are the same or very close with er way.			

The following exhibits present the respondents' perceived legitimacy and risk of the Skiplagged offerings.

Exhibit 9a presents the results to the question of whether "a ticket bought through Skiplagged (Expedia) is a valid ticket." Over 70% of the respondents to Skiplagged stimuli said YES. Very close to the around 90% who said so for Expedia. The exhibit also includes some illustrative quotes; for more detailed verbatim, see Appendix C-6.

Exhibit 9a
Consumers' beliefs Re the legitimacy and risks Skiplagged Hidden City offerings
(Q12)

	% of Re	espondents		
	Test	Control	Test	Control
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
Q12a A ticket bought through Skiplagged (Expedia) is a valid ticket	74.0%	87.7%*	70.1%	90.3%*
Q12a A ticket bought through Skiplagged (Expedia) is NOT a valid ticket	4.1%	4.5%	5.6%	1.3%
Don't Know	21.9%	7.7%	24.3%	8.4%
12b Illustrative Reasons for believing A ticket bought through Skiplagged (Expedia) is a valid ticket				
	Because they would not sell fake tickets	It's a valid ticket because it's connected to the airline.	I real website	I've flown with them
	They're authorized	Because no one would use it otherwise	why would they be able to sell invalid tickets?	Expedia is a great company
	Because it said so	Because they are recognized and authorized	They are offering tickets to flights	It's from the airline Expedia is a third party company.
	Why else would they be in business	Once the ticket is sold and paid for the airline has to honor the ticket.	It seems like a valid ticket	people have used it for travel
	It has to be	I have used Expedia before	I'm just assuming that I legit website.	I've bought tickets from them
* Cinciferently higher than other call at	I think it's a trustworthy platform.	It's a trustworthy booking site	Authorized travel agent, I think.	It has to be valid.

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Exhibit 9b presents the results to the question of whether "the option offered by Skiplagged (Expedia) carries no risk." Over a third of all respondents to both Skiplagged stimuli said YES.

This is significantly lower than the perceived risk of Expedia, but still a very high percentage, and especially with respect to the numerous risks of the hidden city offering.

Exhibit 9b
Consumers' beliefs Re the Risks of Skiplagged
(Q12)

% of Respondents				
	Test	Control	Test	Control
Based on	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)
12c The option offered by Skiplagged (Expedia) carries no risk	37.0%	59.4%*	36.1%	55.5%*
12c The option offered by Skiplagged (Expedia) carries risk	14.4%	14.8%	28.5%	18.1%
Don't Know	48.6%	25.8%	35.4%	26.5%
12d Illustrative Reasons for believing the option offered by Skiplagged (Expedia) carries no risk				
	there is no risk	It doesn't carry risks if you pay more to keep your information secured and luggage safe.	It's a guaranteed fare	I have never had an issue with my ticket purchase or my flights
	Did not see any risk factors	As long as you book a ticket with a refundable one it's o k	why would they sell invalid tickets	They are a well known company
	It's a trustworthy platform.	It's a trustworthy brand	There is no risk	It is as good as a ticket purchased directly from the carrier.
	None was provided on their website	I don't see how there would be a risk involved.	One price one flight ticket	It is licensed.
	I believe the offerings that this website has carries little to no risk as with the other sites that offer the same service	If it is authorized I don't think it is a problem	It's a guaranteed money back. It's a failsafe service.	I do not know of any risk involved
	They must do what they said of not I fraud	I've done it before	Everything is clearly explained	They are guaranteed

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

The next two exhibits focus on the perceived risks of buying Skiplagged (Expedia) tickets.

Exhibit 10a categorized the open ended responses to the question "what are the risks associated with this ticket" and a follow up probe. (Q12e: f). The risks were categorized into three

categories: meaningful risks, unmeaningful risks, and no risk. The definition and examples are listed underneath the below exhibit. Examination of the results show that the vast majority of the respondents perceived no risk, and only 4% of the respondents who saw the Skiplagged first stimulus and 17% of those who saw the second stimulus perceived a meaningful risk.

Exhibit 10a
Consumers' perceptions of the risks involved in buying Skiplagged (or Expedia) tickets

	% of Respondents				
C	Test	Control	Test	Control	
Consumers perceived risks (Q12e-f):	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)	
Meaningful Risks	4.1%	11%	16.7%	11.0%	
Unmeaningful Risks	8.9%	7.7%	12.5%	7.1%	
No Risk	89.0%	87.1%	74.3%	85.2%*	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Meaningful Risks:

Includes the following risks:

- Financial penalties
- Can't fly on airline/Can get banned/Makes airline angry
- Cancellation problems/schedule changes
- Ticket isn't valid/ticket may not be honored
- Refund issues
- Fraud/scam issues
- Changes in plans
- Delays
- 'Third party' risk
- Weather risk
- No seats/plane is full
- Other Meaningful risks

Examples:

- Maybe the airline will be angry and kick you offf the plane
- Unknown extra fees at the airline, change fees, chance they are a scam website, cancellation fees.
- Not being validated or if it is canceled

Unmeaningful Riks:

Includes the following:

- Can't check a bag
- Unidentified Risks

Examples:

- Everything has risk
- Lost items
- Every ticket purchase carries risk. You can buy all the insurance in the world, have all the assurances in the world, and all the guarantees in the world, but stuff still happens.

Exhibit 10b presents the number of meaningful risks identified by the respondents.

Examination of the results show that, despite the numerous risks associated with the Hidden City tickets, the vast majority of the respondents do not perceive any meaningful risks, 11% perceive only one meaningful risk, and hardly anyone mentioned 2 or more meaningful risks.

Exhibit 10b

Number of meaningful risks identified by each respondent.

	% of Respondents				
Consumers perceived risks (Q12e-f):	Test Skiplagged Ticket (n=146)	Control Expedia Ticket (n=155)	Test Skiplagged Hidden City Ticket (n=144)	Control Expedia Ticket (n=155)	
Mean	0.08	0.14	0.23	0.17	
Median	0	0	0	0	
0 (No Meaningful Risk Mentioned)	95.9%*	89.0%	83.3%	89%	
1	1.4%	8.4%*	11.1%*	5.8%	
2	2.1%	2.6%	4.9%	3.9%	
3	0.7%	0%	0.7%	1.3%	
4+	0%	0%	0%	0%	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

5. Consumers' reactions to knowing the facts about the AA offer and the actual risks of the Hidden city offer.

The last part of the questionnaire focused on the respondent's reaction to knowing the truth about how Skiplagged's offering compared to the same offering on AA.com, and, for the respondents who saw the Skiplagged hidden city stimulus, the risks associated with this offer.

Exhibit 11a presents the results of the open-ended responses to the question "Comparing the results you got from Skiplagged (Expedia) and from American Airlines websites, how do you feel about the Skiplagged (Expedia) offering?" (Q15a: b). Surprisingly, only 20% of the Skiplagged respondents who saw the first stimulus and 25% of those who saw the second stimulus had negative sentiment toward Skiplagged. And a very large segment still had positive sentiment toward Skiplagged – 50% among those who saw the first stimulus and 43% among those who saw the second stimulus.

The following three Exhibits -11b, c and d, presents illustrative quotes for the negative, neutral, and positive reactions.

Exhibit 11a

Given additional information about American Airlines,
how do consumers feel about the Skiplagged (or Expedia) offer (Q15a:b)

	% of Respondents				
Consumer Feelings about the	Test	Control	Test	Control	
Skiplagged (Expedia) offer (Q15a +b):	Skiplagged Ticket	Expedia Ticket	Skiplagged Hidden City Ticket	Expedia Ticket	
,	(n=146)	(n=155)	(n=144)	(n=155)	
Negative Sentiment about					
Skiplagged (Expedia)	19.2%*	5.8%	25%*	5.8%	
Neutral Sentiment about					
Skiplagged (Expedia)	11.6%	25.8%	12.5%	23.9%	
Positive Sentiment about					
Skiplagged (Expedia)	50%	47.7%	43.1%	52.3%	
Don't Know	18.5%	20%	19.4%	18.1%	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Exhibit 11b
Reflections on Skiplagged and Expedia: Illustrative Negative Verbatims
(Q15a:b)

Test	Control	Test	Control
Skiplagged	Expedia	Skiplagged Hidden City	Expedia
Ticket	Ticket	Ticket	Ticket
(n=28)	(n=9)	(n=36)	(n=9)
I feel like they're ripping people off	Is that the total price or is n the next screen adds fees? If it is the same price why not	not sure worth it since I normally have luggage to check and want my frequent	Not a big enough discount.
	go through the airline instead?	flyer miles	
They are charging more than booking directly with the airline.	I feel it might be a scam because they're the same	I think it's risky	Since it is the same, I would book directly through the airline
I prefer to order tickets from a site I am familiar with.	it was more expensive and less secure than just buying from the airline	It seems like there are risks	It cost too much
There isn't a huge difference that I would deem it creditable to use this site. Play it safe and buy from the airlines directly.	American Airlines just looks more setup then Expedia does	sounds like they are using exploitive practices.	I would just use the American airlines website
It is \$10 more because of service charge so why book it	Not great. it's the exact same, so there's no incentive to chose them over the aurline	American airlines website is more accurate than skiplagged	American Airlines is cheaper by about \$35
It is expensive and has several charges	The Expedia offering did not charge significantly more at all.	Wow. I wasn't aware of the airline restrictions. Maybe that's not the best way to buy a ticket.	Is more expensiv

Exhibit 11c
Reflections on Skiplagged and Expedia: Illustrative Neutral Verbatims
(Q14a:b)

Test	Control	Test	Control
Skiplagged	Expedia	Skiplagged Hidden City	Expedia
Ticket	Ticket	Ticket	Ticket
(n=17)	(n=13)	(n=18)	(n=35)
Same offering as the airline	The same flight same price	Cheaper but not clearer	They are the same prices
It is reasonable, but I would	Not bad. The difference is in	It really just depends on the	It's essentially the same
then book directly through	incentives	situation	
the airline			
Same as other booking sites	The offers are the same	I feel like it is cheaper, but it	It looked similar, so not sure
		violates the airline policy so	why I would use it
		there is a risk.	
I'd feel comfortable buying a	About the same	I feel like it's almost	The same flights
ticket from this agency it		identical	-
looks professional and just			
like other websites			
It looks like any other travel	It looks almost exactly the	I think they offer more but	It's literally the same exact
website I've used before.	same, I would feel like	I'm just not sure if I still trust	thing
	Expedia is just offering the	it	-
	same thing I see with		
	American		
Is a great offer if not the	It is basically the same price	I'm not sure now if it's okay	I think it was pretty much the
same	_	or not	same

Exhibit 11d
Reflections on Skiplagged and Expedia: Illustrative Positive Verbatims
(Q14a:b)

Test	Control	Test	Control
Skiplagged	Expedia	Skiplagged Hidden City	Expedia
Ticket	Ticket	Ticket	Ticket
(n=73)	(n=74)	(n=62)	(n=81)
I think it is a good value	Expedia gets you good deals.	Much better fee	I think the Expedia offering saves me and more of their customers money than the other offering
Seems like a decent deal	I feel Expedia offers better options than just the airline itself.	The Skiplagged is better	It sounds very reasonable
It is way more cheape	It seems like a better deal	Love it, seems to be a smart way to hack the system	It is favorable and credible.
I feel as if I am getting a better value for my money.	It's cheaper and affordable	They offer more protection plans as to your flight.	Feel as though the price is great and better.
It's cheaper	This is a good offering	It's a more affordable option	Expedia is less and easier to navigate.
I will be very happy to book a travel trip with them because their service is affordable and customers centric	They are offering a very good price for the flight with options.	It feels like they are less intimdating and more open and reliable	Good, price is about the same

Exhibit 12 asks the respondents about their intentions to buy their next ticket from

Skiplagged (Expedia). And this is after being exposed to the facts about the AA offer, and, for respondents who saw the Hidden City offering, after finding out about the risks of the offer.

Surprisingly, almost half of the respondents still definitely or probably would buy the tickets from Skiplagged.

Exhibit 12
Consumers' intention to buy their next airline ticket from Skiplagged (or Expedia)
(Q16a)

	% of Respondents				
	Test	Control	Test	Control	
Consumer Reaction:	Skiplagged Ticket (n=146)	Expedia Ticket (n=155)	Skiplagged Hidden City Ticket (n=144)	Expedia Ticket (n=155)	
Bottom Two (Definitely would not/Probably would not)	19.9%*	7.7%	19.4%*	2.6%	
Top Two (Probably would/Definitely would)	53.4%	77.4%*	47.2%	73.5%*	
Definitely would not consider buying my next airline ticket from Skiplagged (Expedia)	8.9%	3.2%	6.9%	0.6%	
2. Probably would not consider buying my next airline ticket from Skiplagged (Expedia)	11.0%	4.5%	12.5%	1.9%	
3. May or may not consider buying my next airline ticket from Skiplagged (Expedia)	21.9%	14.8%	29.2%	21.9%	
4. Probably would consider buying my next airline ticket from Skiplagged (Expedia)	26.7%	25.2%	19.4%	34.2%	
5. Definitely would consider buying my next airline ticket from Skiplagged (Expedia)	26.7%	52.3%	27.8%	39.4%	
Don't Know	4.8%	0.0%	4.2%	1.9%	

^{* =} Significantly higher than other cell at the 90% confidence level; Stat testing was only done within study

Exhibit 13 presents illustrative reasons for the various intentions to buy responses. For a more complete review of the reasons given by the respondents, see the full verbatim in Appendix C6.

 $\frac{Exhibit \ 13}{Illustrative \ Reasons \ for \ consumers' \ intention \ to \ buy \ their \ next \ ticket \ from \ Skiplagged \ (or \ Expedia)}{(Q16a+c)}$

Intend to buy (4+5)			
Skiplagged Ticket (n=78)	Skiplagged Hidden City Ticket (n=54)		
I'll get a better value for my money.	It is a cheaper way to fly.		
Seemed professional and prices are relatively good.	Seems like they offer good deals and offers		
I would consider it because it seems like a reliable option.	It seems interesting and I learned something new about traveling. Almost like a hack of sorts		
Based on what I saw no reason to doubt it	They offer really good deal. This is something that would fit in a line with my schedule on some good places that I need to go. I don't mind having to layover if it'll save me almost \$200.		

Intent not to buy (1+2)			
Skiplagged Ticket (n=29)	Skiplagged Hidden City Ticket (n=28)		
There isn't a huge difference in price that I would risk this not being a valid offer.	Its too risky		
If it has same ticket but more because of service charges I see no reason to use it	You could lose your right to fly		
There are too many risks involved.	Cause I want to make sure the ticket is real		
Because it was hard to get a refund.	They don't comply with AA rules.		

May or may not intend to buy (3)			
Skiplagged Ticket (n=32)	Skiplagged Hidden City Ticket (n=42)		
Depending if the offer is cheaper than airlines	Not sure if worth the risks now that I understand the offer better		
Because it gave the same results as the airline gave me but without protection	Don't know if i want the trouble		
It is new to me, so I want to research and see how users feel about it.	I'm not sure I would want to take the risk		
Depending if my deal is better on skiplagged I'd chose that instead	Because I'm still interested but need more research		

Don't Know	
Skiplagged Ticket (n=7)	Skiplagged Hidden City Ticket (n=6)
I need more information about them and to read their reviews.	It really depends on the total price
I'll have to read more reviews	

B. Other Data supporting the Experimental Findings

In this section, we will briefly review 4 sets of data, which individually and collectively support the findings of our experiments.

1. Illustrative actual confusion and perceived deception in consumer complaints to $\mathbf{A}\mathbf{A}$

The following two exhibits present illustrative cases of actual confusion as evident from an analysis of consumer complaints to AA.

Exhibit 14 presents illustrative complaints to AA evidencing confusion as to association between Skiplagged and AA.

Exhibit 15 presents illustrative complaints to AA evidencing Skiplagged deceptive practices.

3. Illustrative actual confusion and perceived deception in consumer posts on social media

Since actual complaints are often believed to be the "tip of the iceberg" given that most consumers are reluctant to complain, we also engaged in the analysis of consumer conversations on social networks. This results of this analysis are included in Exhibit 18.

The exhibit is divided into the following parts:

- Believing that Skiplagged is an agent of AA or another airline.
- Luggage sent to the wrong destination.
- Dishonored tickets/had to pay extra.
- The cost was higher than expected.
- Passport issues
- General dissatisfaction

Exhibit 18 includes illustrations posted on social media.

Exhibit 18 Consumer Comments on Skiplagged

Believing Skiplagged is an Agent of AA or Another Airline

1. "Wow accidentally booked my flight thru Skiplagged instead of American and now I can't check my bag

Author: @laurenash_213

Date: 2018-04-14

URL: http://twitter.com/laurenash_213/statuses/984976293966917633

American Airlines Reference: N

6. "@KhadiDon download the skiplagged app, all flights are cheaper an yes it's legit"

Source: Twitter

Author: @Niall_JayDub Date: 2015-10-14

URL: http://twitter.com/Niall_JayDub/statuses/654162040479686656

American Airlines Reference: N

Luggage Sent to the Wrong Destination

1. "@SteveSasman @AmericanAir @Skiplagged Lol. You had to bring me back to PHX because AA shipped my bag to and from Vegas, which was within their rights but still sucked."

Source: Twitter Author: @ChrisStrub Date:2020-09-01

URL: http://twitter.com/ChrisStrub/statuses/1300919283086696456

American Airlines Reference: Y

2. "@Skiplagged You all give good deals but keeping up w/ luggage is not good on skiplagged behalf! Traveling partial flights & bags going to the final destination is terrible"

Source: Twitter Author: @jerlbrown Date: 2024-01-29

URL: http://twitter.com/jerlbrown/statuses/1752017421186089335

American Airlines Reference: N

3. "@xtatiana_ @Yaardiegurl @Pharaoh_Wilder @KateDaughtry @darnyb @EagleEye1906 Skiplagged will have your luggage going to Timbuktu but oh well you got the tkt for cheap

Author: @YeaImTORI Date: 2020-11-02

URL: http://twitter.com/YeaImTORI/statuses/1323245232444551168

American Airlines Reference: N

6. "Throwaway for obvious reasons. I fcked up and trusted someone to book our tickets. They used skiplagged and now 3 of us has luggages that needed to be checked in. I trusted this "friend" because they said they knew of a way to get cheaper tickets and kept us in the dark about its details. We missed the flight and now our luggage is being shipped to another damn state thats not our supposed destination. I am annoyed and is currently frantically looking for a way to get it back. Should I just take the flight or can I have the airline ship it back? And fr, should i drop this friend lol. Dont use skip lagged people, esp when youre like me. Late and manipulated into this mess."

Source: Reddit

Author: Flippedmacaronisalad

Date: 2023-10-01

URL: https://www.reddit.com/r/travel/comments/16wupkp/fukd_up_by_using_skip_lag/

American Airlines Reference: N

7. "Used @Skiplagged and they made me check my bag. See my luggage in a week or so.."

Source: Twitter

Author: @Koridarnell Date: 2016-06-05

URL: http://twitter.com/Koridarnell/statuses/739459507491737601

American Airlines Reference: N

Dishonored Ticket/Had to Pay Extra

1. "@Skiplagged used @AmericanAir to book a flight I found & AA refused to let me carryon when I mentioned ur app & made me pay for a new flight"

Source: Twitter

Author: @nicolebrajer Date: 2017-01-20

URL: http://twitter.com/nicolebrajer/statuses/822303955908628484

American Airlines Reference: Y

2. "@Skiplagged My son just purchased his first airfare using skiplagged, Tuscan to LA. American Airlines made him purchase a new ticket to board! \$172 on top of what he spent on app. Can he get a refund? This is effed up!"

Source: Twitter Author: @itwitt2 Date: 2021-08-18

URL: http://twitter.com/itwitt2/statuses/1428113256477073410

American Airlines Reference: Y

3. "@Ieshialot Just stay away from Skiplagged if you're booking american, security was about to come get me in Philly if I didn't rebook

I don't have a ticket today."

Source: Twitter

Author: @_____de

Date: 2021-01-24

URL: http://twitter.com/ de/statuses/1353408328173555713

American Airlines Reference: Y

6. "A word of caution on Skiplagged - use it too often and American will catch on and start pulling bullshit. I've been denied boarding to a flight, at the gate in terminal C, after checking in!"

Source: Reddit Author: ihrtbeer Date: 2022-12-09

URL:

https://www.reddit.com/r/Charlotte/comments/zgwq3j/how_do_you_save_money_flying_with_clt

_being_so/izj0exh/

American Airlines Reference: Y

7. "@AmericanAir @Skiplagged the carryon clearly fits. I have carried it on multiple AA flights. AA forced me to pay 4 a new flight #skiplagged https://t.co/uN1sK2UgV8"

Source: Twitter

Author: @nicolebrajer Date: 2017-01-20

URL: http://twitter.com/nicolebrajer/statuses/822347673030098944

American Airlines Reference: Y

8. "@_StayFit101 So basically AA considers this to be cheating the system. Skiplagged gets you lower rates by booking your flight as connecting and you get off at the layover. That's what I did, my ticket got flagged. When I got to the airport I had to pay an additional \$150 & bumped to standby."

Source: Twitter

Author: @dorianjanelle Date: 2022-05-08

URL: http://twitter.com/dorianjanelle/statuses/1523387295906566145

American Airlines Reference: Y

9. "Hi everyone, I read the FAQ but have a question regarding getting fines/banned for life from American. I bought a skiplagged flight from DTW to FLL - with a connection in CLT (my intended destination). I tried to check in, but the gate attendant told me they knew CLT was my final destination and if I did not pay the change fee & did not get on my flight to FLL, I would be banned from American for life. Has anyone had experience with this? I know not to check bags etc, and have taken 50+ flights with skiplagged & have never had an issue. Thanks"

Source: Reddit

Author: @laith-the-arab Date: 2022-02-06

URL: https://www.reddit.com/r/Flights/comments/sm97ni/change_fees_on_skiplagged/

American Airlines Reference: Y

10. "@AmericanAir @Skiplagged as a member of @NBCUniversal, a frequent flyer, I was shocked I was forced off the line & to pay for a new flight!"

Source: Twitter

Author: @nicolebrajer Date: 2017-01-20

URL: http://twitter.com/nicolebrajer/statuses/822344867619557376

American Airlines Reference: Y

11. "@AmericanAir @Skiplagged AA has the worst customer service in our nation! AA CLAIMS THIS BAG ISN'T A CARRYON! Forced me to buy a new flight. https://t.co/JrTRVaQ8ri"

Source: Twitter

Author: @nicolebrajer Date: 2017-01-20

URL: http://twitter.com/nicolebrajer/statuses/822357723127762944

American Airlines Reference: Y

12. "@AmericanAir @Skiplagged u let ppl pass w me their carryons but BC I booked thru #skiplagged AA gave me no option than 2 pay 4 a new flight! https://t.co/ySRBcY6wRD"

Source: Twitter

Author: @nicolebrajer Date: 2017-01-20

URL: http://twitter.com/nicolebrajer/statuses/822349705979916289

American Airlines Reference: Y

13. "@DiskullOfficial @Skiplagged @AnthonyAttia24 Do not recommend skiplagging on the way back. Got flagged coming back from New York with @Megamarv97. American made us pay the flight in full since they knew we fly out of Charlotte and weren't getting on the connecting flight

Source: Twitter

Author: @Hozay_Guap Date: 2022-12-20

URL: http://twitter.com/Hozay Guap/statuses/1605078826593443840

American Airlines Reference: Y

14. "@Skiplagged @AmericanAir wouldn't refund me the change fee - made me purchase a brand new flight & miss my original cus I mentioned ur app."

Source: Twitter

Author: @nicolebrajer Date: 2017-01-20

URL: http://twitter.com/nicolebrajer/statuses/822307917722370051

American Airlines Reference: Y

15. "@united @CFPB @AmericanAir @MarkWarnerVA @timkaine @Skiplagged Current attempt is a @united employee telling me it is another \$1000 I have to pay...to KEEP MY SAME FLIGHT."

Source: Twitter Author: @MsWZ Date: 2017-09-18

URL: http://twitter.com/MsWZ/statuses/909593100372324354

American Airlines Reference: N

Cost Was Higher Than Expected

1. "@Skiplagged \$35 service fees yeah you guys are bugging I'll just book my flight via American. SMH! Use to love u guys"

Source: Twitter

Author: @candydeepthr0at

Date: 2023-11-14

URL: http://twitter.com/candydeepthr0at/statuses/1724359090648801288

American Airlines Reference: Y

2. "BUYERS BEWARE! This company @ExploreTrip, found on @Skiplagged .com, will promise prices on internet and then inform you that you need to pay more money to secure your booking. They will even try to get you to pay more than the price on the airline's website #scammers #fraud https://t.co/3L105ps7H3"

Source: Twitter Author: @cati4563 Date: 2019-02-03

URL: http://twitter.com/cati4563/statuses/1092121343275999232

American Airlines Reference: N

3. "@Skiplagged how do I contact customer service? I booked a flight, entered CC#, it was transferred to ExploreTrips who cancelled it with no notification. Now the trip is twice as expensive. #Angry"

Source: Twitter Author: @Audiv8q Date: 2019-10-23

URL: http://twitter.com/Audiv8q/statuses/1187109886036865025

American Airlines Reference: N

Passport Issues

1. "i used skiplagged (great site, highly recommend)to book a flight home to CA from Hawaii early because my original flight overlapped with school. I show up to the airport and they ask me for my passport because the flight is technically to Canada with a layover in SF (where I planned to get off). I frantically call the airline an hour before the flight and try and explain the situation and they offer to change my flight for a \$300 change fee ONTOP of the price of the new ticket. I hang up and change my story to someone stole my passport and I need to get on this flight to San Francisco where I can get a new passport and they no questions change my flight for no fees."

Source: Reddit Author: j-blizzle Date: 2017-10-17

URL: https://www.reddit.com/r/AskReddit/comments/76xpa3/reddit_whats_your_top_

holy shit that worked moment/dohyfu3/#

American Airlines Reference: N

2. "@Skiplagged you didn't tell me I'd need my passport to get through security for a domestic flight!! Stuck and stressed."

Source: Twitter

Author: @StormMurphy Date: 2016-01-11

URL: http://twitter.com/StormMurphy/statuses/686539365661700096

American Airlines Reference: N

3. "Usually it works great if one knows what s/he is doing, but one time was hilarious (to me). Wanted to go to PHX. Flt was \$300+. Flt from LAX to Vegas was \$48!!! with a layover conveniently in PHX. No brainer. Worked fine going. On the way back I had a flt to Seattle w a layover in LA. Mechanical issues cancelled the flt. They tell everyone they will rebook at the counter. The over accommodating agent is like "you're in luck - there's a direct flight to Seattle & we can upgrade you"! And it leaves in 30 minutes so you'll arrive sooner!! Damn good customer service. What do I do!?! What can I say? "Oh no, I like layovers, inefficiency & downgrades"? I told her I had to go to the restroom- where I stayed until the flight left. Went online to book & there was a flight to BC w/ a layover in LA (not sure why it's cheaper to go to BC from Phoenix than to LA). They wouldn't let me board that flight b/c I didn't have my passport. WTH? Can I have someone in LA meet me w it? No, you can't board an international flt w no passport. But it's going to LA 1st, which isn't international. She said you can't do that, but you wouldn't want to take the chance of being stuck in LA. (Actually I would!) Ended up staying another night in PHX to catch the same PHX- LAX-Seattle flt I had originally. Even w the extra night hotel (and fun) I still saved almost \$200! And the longer version makes for a great

story. Hope they can't trace me thru this story. Crap"

Source: Reddit Author: go4urs Date: 2023-07-17

URL: https://www.reddit.com/r/TravelHacks/comments/152fom9/my_hilarious_to_

me skiplagged story/

American Airlines Reference: N

4. "I fucked myself over last week I used @Skiplagged and didn't have my passport smh I didn't land at my destination had to purchase a new one way that shit sucked"

Source: Twitter

 $Author: @Itz_RicanSteph$

Date: 2018-10-02

URL: http://twitter.com/Itz_RicanSteph/statuses/1046939729013497856

American Airlines Reference: N

5. "@Skiplagged ...Really messed me and my kids vacation return UP. Our return flights... Needed PASSPORTS from Hawaii. Had to buy NEW full fare tickets! https://t.co/LzF3E6auhz"

Source: Twitter

Author: @TamekaRaymond

Date: 2018-01-08

URL: http://twitter.com/TamekaRaymond/statuses/950464317270343680

American Airlines Reference: N

6. "If you ever use Skiplagged, please don't be like me and forget your passport by not thinking about the fact that you purchased an international flight since you just plan on getting off at a domestic layover

American Airlines Reference: N

8. "I was flying through SFO about a week ago at this point and I booked a flight to Seattle as a hidden city flight connecting to Calgary. I didn't have my passport, but I was effectively only taking the flight to Seattle. An attendant sent me to special services desk saying there was a way for me to get on the initial flight, knowing I had used Skiplagged. The Delta attendant at the services desk, seeing my issue, was adamant about it being impossible for me to get on the flight. He then began lecturing me about how I was a hipster and how I couldn't "cheat the system" among other things. He included that it was possible to get me booked just for the Seattle flight, but simply wouldn't. Due to the circumstances, I needed to book an emergency second flight to Seattle. Is there anything I can do about this? Can an airline decline service because of how I booked my flight?"

Source: Reddit

Author: KindaCompostable

Date: 2017-06-10

URL: https://www.reddit.com/r/legaladvice/comments/6geakw/wa_i_wasnt_allowed_

on a flight because i used/#
American Airlines Reference: N

General Dissatisfaction

1. "@Skiplagged you guys took my money for the ticket and service fee. Now @AmericanAir says I don't have a ticket today"

Source: Twitter
Author: @_____de
Date: 2021-01-24

URL: http://twitter.com/ de/statuses/1353408328173555713

American Airlines Reference: Y

2. "Am I being punked @AmericanAir @Skiplagged This is a deceitful way to sell tickets and take people's money! #shameful #fraud #AmericanAirlines #skiplagged"

Source: Twitter

Author: @*JessyDiva59 Date:* 2021-09-26

URL: http://twitter.com/JessyDiva59/statuses/1441930656670523393

American Airlines Reference: Y

3. "@Skiplagged @AmericanAir absolutely horrible misleading and deceptive services. Want a direct flight to #WashingtonDC - then sell me a cheap ticket going all the way to #Richmond - where I can't have a carry on luggage & hence needed to buy a fresh ticket altogether. Outrageous!"

Source: Twitter Author: @Akshobh Date: 2017-12-02

URL: http://twitter.com/Akshobh/statuses/937040316351250433

American Airlines Reference: Y

4. "I am so annoyed with @AmericanAir & @Skiplagged someone needs to produce my voucher, apply a credit or give me my money back TODAY INSTANTLY!!"

Source: Twitter Author: @kushmie Date: 2020-08-17

URL: http://twitter.com/kushmie/statuses/1295374798873219072

American Airlines Reference: Y

5. "Hey, just some more info — this exact thing happened to me. Traveling for work. Boss booked a Skiplagged from CMH->CLT(home airport)->LGA. The app would not let me get my boarding pass. See ticket agent. Agent informs me that because I have an NC ID, they believe it is not my intention to actually fly to LGA. I told him he can believe whatever he wants and that I would

like my ticket. He, having no recourse, did print my ticket. Flight to LGA ended up being delayed a couple hours (oh nooo), so I ended up leaving CLT with no issues. I have never used Skiplagged for American because of this. Not worth the risk. But they really did flag me because of my ID."

Source: Reddit Author: @Castalyca Date: 2023-07-11

URL: https://www.reddit.com/r/americanairlines/comments/14wr746/teenager_taken_

to_security_room_and_interrogated/jrjv6mu/

American Airlines Reference: Y

6. "Hey guys I was wondering if anyone who is familiar with Skiplagged can help me understand this. This is my first time using Skiplagged and I am not much of a traveler. I live in NYC. I am planning a week trip in Cancun followed by a couple of days in Miami. Three flights in all. JFK to Cancun (American Airlines), Cancun to Miami (JetBlue), then Miami to JFK (also JetBlue). However, I am now seeing that my credit card was charged for these random flights in Tulsa Oklahoma and Salt Lake City Utah?? I immediately suspected fraud, but interestingly enough, the charges are for the **same exact prices** as my vacation flights. I did some research on how Skiplagged works and apparently the website shows you hidden city flights. I didn't understand this before - so now I am wondering if I happened to unknowingly book a hidden city flight from Tulsa >>> NYC >>> Cancun or something, and am now being charged the full price by the airlines? I have no idea what's going on. Or is this just fraud? Was my info sow hacked and now someone is buying tickets from my card? Who would I go to to resolve this issue? The airlines or skiplagged? Or my credit card company for fraud? I've seen articles about Airlines banning or suing customers for booking through skiplagged, and I don't want to get in any trouble. Please help me understand this so I know how to explain my situation when I talk to a representative from an airline."

Source: Reddit Author: @mykashu Date: 2021-05-07

URL: https://www.reddit.com/r/travel/comments/n759ar/i_used_skiplagged

<u>to book a trip are these/</u> American Airline Reference: Y

7. "I just want to cancel my flight @Skiplagged & @AmericanAir giving me the hardest time ever then i have @Allianz insurance on this flight and it's a complete waste of money not helpful at all I'm so over all of these companies completely disgusted!!!"

Source: Twitter

Author: @KassidyBankss

Date: 2021-06-07

URL: http://twitter.com/KassidyBankss/statuses/1402011904055332870

American Airlines Reference: Y

8. "don't ever use @Skiplagged , they had me stranded in Aruba! Been otp for 6+ hours trying to reach @AmericanAir & @priceline , yall got me alllllll the way eff'd up!!!!!!!!"

Source: Twitter

Author: @notgnerahk Date: 2021-06-14

URL: http://twitter.com/notgnerahk/statuses/1404292375971774464

American Airlines Reference: Y

9. "DON'T buy a connecting flight for American Airlines through Skiplagged

12. "@Skiplagged terrible, I'm so disappointed about your service"

Source: Twitter

Author: @eliasferreirah Date: 2020-12-26

URL: http://twitter.com/eliasferreirah/statuses/1342933144983511041

American Airlines Reference: N

13. "I really may never use @skiplagged again. Girlfriend and I paid for the upgraded seats on our @united flights over a month ago and had our seats changed with no notification or refund.

Customer support has been terrible to deal with. Over 7 hours of waiting total... no response"

Source: Twitter

Author: @ThatMFerr Date: 2021-06-08

URL: http://twitter.com/ThatMFerr/statuses/1402222251282468866

American Airlines Reference: N

14. "@Skiplagged this flight is really important, and to be totally duped by your service/app is terrible"

Source: Twitter Author: @CaelinCX Date: 2018-09-15

URL: http://twitter.com/CaelinCX/statuses/1040782338869927937

American Airlines Reference: N

15. "@Skiplagged you guys really need to stop lying to your users and saying this as false hope. you've been saying the price might go down for 10 days and it's just been shooting up ever since. terrible feature that cost me hundreds https://t.co/9UiD4GrDdV"

Source: Twitter

Author: @SwallowMeHole

Date: 2021-06-17

URL: http://twitter.com/SwallowMeHole/statuses/1405458169082650631

American Airlines Reference: N

16. "@Skiplagged Urgently seeking help, reached out this morning re: a reservation, no response. I trusted your 24-hour cancellation guarantee +My initial purchase was based on trust in ur policies. Now, with my money taken and policies not upheld, it's a terrible customer journey."

Source: Twitter

Author: @heidifamilia Date: 2023-11-18 URL: http://twitter.com/heidifamilia/statuses/1725669070425522550

American Airlines Reference: N

17. "For me it was skyscanner until last year, it really got terrible. Skiplagged turned terrible too, secret flying? Terrible"

Source: Reddit

Author: yerry_Sanchez
Date: 2023-03-30

URL: https://www.reddit.com/r/TravelHacks/comments/1268g6t/what_are_the_best_

and_most_well_hidden_secrets_to/je8a3uu/

American Airlines Reference: N

18. "@Skiplagged Lina #72 was whack. Unhelpful and left me on hold for several minutes at a time. I'm disappointed you couldn't refund the difference of my flight. Regret sharing u to friends.

21. "Almost had a situation with my luggage because of this damn skip lagged app. I don't know that I can trust it now."

Source: Twitter Author: @QuoirBoy Date: 2016-12-22

URL: http://twitter.com/QuoirBoy/statuses/811930426335956993

American Airlines Reference: N

22. "@Skiplagged I wanted to share my experience with @Saudi_Airlines: My luggage arrived broken Reaching your customer service department was remarkably difficult Staff seemed unwilling to acknowledge the airline's responsibility for the damage. @Saudia_Care #be_aware @RiyadhSeason @NEOM https://t.co/QowJ9b37s2"

Source: Twitter
Author: @A_Suray7i
Date: 2023-10-11

URL: http://twitter.com/A_Suray7i/statuses/1712179287778861412

American Airlines Reference: N

23. "Yo skiplagged really almost made me lose all my luggage lmfaoo Im glad ik how to talk to ppl"

Source: Twitter

Author: @prodilovechris Date: 2019-05-04

URL: http://twitter.com/prodilovechris/statuses/1124663991110909952

American Airlines Reference: N

24. "@Skiplagged Extremely angry with your services right now and I will be requesting a refund. I scheduled a flight through you to leave today and somehow it was changed to July 13. Come to find out, 3 more families were in line ALSO expecting to leave today. #ripoff"

Source: Twitter

Author: @LaTori_Blair Date: 2018-06-29

URL: http://twitter.com/LaTori_Blair/statuses/1012802242452295680

American Airlines Reference: N

4. Consumer behavior and advertising and marketing theories and findings that support the validity of our empirical findings.

When searching for cheap flights or directly for Skiplagged, the Skiplagged messages are very appealing.

Consider for example the prominent first search results sponsored by Skiplagged. "Skiplagged: the smart way to find cheap flights." And the follow up heading "Find flights the airlines don't want you to see," "cheap flights to NY," and next to it the Nerd Wallet post: "What is Skiplagged and how to use it," with the following opening sentence: "Skiplagged is a legit way to reduce the cost of certain flights. By booking a hidden city ticket, you might be able to save hundreds of dollars."

These and similar messages are appealing and meet the RAVES criteria for effective advertising and offering.³

• Relevant and respectful:

o The big cost savings make it very relevant for any consumer looking for cheap flights.

• Actionable:

- o The convenience of a click away from getting the savings is very actionable and tempting.
- o The assurance of legitimacy also makes it more actionable.

• Valuable:

- o The big cost savings make it valuable for sophisticated consumers who weigh the cost benefits of the offer, given that Skiplagged does not disclose all the risks. The benefit of cost savings outweighs the few identified risks.
- o The presentation of the tickets with the AA logo and their typical format (see the stimuli we used in our study) further increases the consumer confidence that they are dealing with a legitimate agent of AA.

• Experiential:

o The presentation of the offering with the AA logo and format assures the consumer an experience similar to the one they experience in dealing with AA directly or with authorized agents of AA.

³ Based on Wind and Hays, Beyond Advertising: Creating Value Through all Customer Touchpoints. Wiley, 2016

• Sharable story:

- O Ther hidden city story is clever, doing something which is legal, but the airlines do not like is intriguing and could tempt consumers to buy it and share it with others.
- o And for some, the creative way of finding loopholes to get cheaper flights is appealing as well as a "David against Goliath" scheme.

Thus, based on what we know about how advertising works, the Skiplagged message and offering is clever and likely to work. While the FAQ includes a bit more information about the risks of Hidden city offering, the reality is that consumers rarely if ever read the small print.

VI. <u>CONCLUSION</u>

The conclusion of my analysis is:

- The results of two consumer experiments among 600 consumers show conclusively that Skiplagged's non-hidden city and hidden city ticket offerings deceive consumers to believe that Skiplagged is an authorized agent of or otherwise associated with American.
 - These results are clearly summarized in Exhibit 6a (p 41-42), which shows that 75% of consumers exposed to the non-hidden city ticket and 73% of the consumers exposed to the hidden city ticket believe that Skiplagged is associated with American.
 - This is just slightly below the level of perceived association between Expedia (the control groups) and American.
- 2. The results of the experiments clearly show that Skiplagged deceives consumers of its non-hidden city tickets to believe that purchasing a ticket on Skiplagged.com is cheaper than purchasing a ticket directly from American. In fact, 62% of the consumers exposed to the Skiplagged regular/non-hidden city stimulus believed that buying tickets through Skiplagged is cheaper than buying directly from the airline. See Exhibit 7.

- Relatedly, consumers of both the non-hidden city and hidden city tickets believed that Skiplagged does not charge an additional fee on top of the airline's total ticket costs (Exhibit 8a).
- 3. The results of the experiments clearly show that Skiplagged deceived consumers of its hidden city tickets to believe the following:
 - a. That a hidden city ticket bought through Skiplagged is a valid ticket 70% of the respondents. See Exhibit 9a;
 - b. That a hidden city ticket offered by Skiplagged carries no risk 36% of the respondents. See Exhibit 9b; and
 - c. Among those who perceived some risk, less than 17% perceived any meaningful risk (Exhibit 10a), and most of them perceived only one meaningful risk (Exhibit 10b).
- 4. Knowing the truth about the AA prices and the real risks associated with hidden city tickets has only limited impact on consumers' intentions to buy their next airline tickets from Skiplagged. See Exhibit 12.
- 5. Overall, consumers perceived Skiplagged quite similarly to their perceptions of Expedia, the legitimate and *authorized* travel agent of American that served as our control.
- 6. The above findings are strongly validated by the actual complaint data received by American (Exhibits 14 and 15), the complaints received by Skiplagged demonstrating a very large number of confused consumers (Exhibits 16 and 17), and consumer conversations on social networks (Exhibit 18).
- 7. All of my findings are consistent with what one would expect from consumer behavior, advertising, and marketing theories and practices.
- 8. Given these findings Skiplagged's practices are harming both consumers and American Airlines.

Philadelphia, Pennsylvania

Yoram (Jerry) Wind, Ph.D.

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

SOUTHWEST AIRLINES CO.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 3:21-cv-01722
	§	
SKIPLAGGED, INC., AND	§	
SKYBOOKER.COM LTD. d/b/a	§	
DESTINA HOLIDAYS	§	
	§	
Defendants.	§	

PLAINTIFF SOUTHWEST AIRLINES CO.'S FIRST AMENDED COMPLAINT AGAINST SKIPLAGGED, INC AND SKYBOOKER.COM LTD.

Southwest Airlines Co. ("Southwest" or "Plaintiff") files this First Amended Complaint against Skiplagged, Inc. ("Skiplagged") and Skybooker.com ltd. d/b/a Destina Holidays ("Destina Holidays") (collectively "Defendants") and shows as follows:

I. NATURE OF ACTION

- 1. Just over 50 years since its first flights in 1971, Southwest Airlines has grown to become one of the most-flown airlines in the United States. Southwest prides itself on offering customer-friendly policies, including its unique "Bags Fly Free" policy (each customer can check two bags for free, subject to weight and size limits) and its "No Change Fees" policy (Southwest does not charge fees to change or cancel flights, though fare differences may apply).
- 2. Southwest has built a reputation for high customer satisfaction and has recently received several awards demonstrating its success, such as the 2020 J.D. Power award for best airline in North America, the Wall Street Journal's "Best Airline" of 2020, and one of America's Most Trusted Travel & Hospitality Brands for 2021 by Morning Consult. Southwest takes pride in

these awards and one key factor in this success comes from Southwest employees showing their legendary customer service and hospitality on a daily basis.

- 3. To help with customer service, among other goals, Southwest maintains the exclusive online distribution rights to sell Southwest tickets to the general public through the Southwest Website¹ and does not allow online travel agencies ("OTAs") to sell Southwest flights without express written approval. Southwest offers its low-fare flights, ticket information, reservation details, additional booking options for Southwest flights, and ancillary services through its website at www.Southwest.com and its mobile application available via the Apple app store and Google Play app store. Having customers book trips through the Southwest Website enables Southwest to efficiently communicate with its customers about important information prior to the trip or, if necessary, to timely update them on a flight's schedule change on the day of travel.
- 4. Southwest has long controlled access to the Southwest Website to prohibit OTAs from selling reservations on its airline without authorization. Among other things, the Terms & Conditions for use of the Southwest Website (the "Terms & Conditions") expressly prohibit any attempts to "page scrape" flight data and any use of the Southwest Website "for any commercial purpose" without authorization from Southwest.² This is an important distinguishing feature of its business strategy, and a source of competitive advantage.
- 5. In the past, Southwest has successfully prosecuted actions and obtained injunctions against website operators or OTAs attempting to scrape or display data from the Southwest

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¹ The terms "Southwest Website" or "Southwest.com" shall refer to Southwest's public-facing front end website available at www.Southwest.com, application programming interface ("API"), and/or mobile applications, available via the Apple app store and Google Play app store. API is an interface used to programmatically access an application through a set of routines, protocols, and other tools for building software applications. The purpose of using an API is to access an application without using the standard user interface.

² A true and correct copy of the Southwest Terms & Conditions is attached as Ex. A.

Website for commercial purposes without authorization by Southwest. See, e.g., Southwest Airlines Co. v. Farechase, Inc., 318 F.Supp.2d 435 (N.D. Tex. 2004); Southwest Airlines Co. v. BoardFirst, L.L.C., No. 3:06-CV-0891-B, 2007 WL 4823761, at *4-11 (N.D. Tex. Sept. 12, 2007); Southwest Airlines Co. v. Infare Solutions A/S, No. 3:10-cv-01674-M (N.D. Tex. 2010); Southwest Airlines Co. v. Checkinsooner.com, LLC, No. 3:10-cv-01512-K (N.D. Tex. 2010); and Southwest Airlines v. Roundpipe LLC, et al., 375 F. Supp. 3d 687 (N.D. Tex. 2019).

- 6. Southwest previously filed a lawsuit against Kiwi.com, Inc. and Kiwi.com, s.r.o., (hereinafter, "Kiwi"), a Czech OTA business that owns and operates a website at www.kiwi.com (hereinafter, "Kiwi.com"), that has engaged in repeated, unlawful activity relating to the Southwest Website and ignored a series of cease and desist demands from Southwest.³ On September 30, 2021, this Court granted Southwest's Motion for Preliminary Injunction against Kiwi. *See Sw. Airlines v. Kiwi.com, et al.*, No. 3:21-cv-0098, 2021 WL 4476799 (N.D. Tex. Sept. 30, 2021) ("Kiwi Ruling").
- 7. Southwest recently discovered that Defendants are displaying Southwest's trademarks and/or fare information without authorization and, on information and belief, Skiplagged (a) was previously collecting or scraping Southwest's fare information from Kiwi; and (b) has recently been collecting or scraping Southwest's fare information from Destina Holidays. Both Kiwi and Destina Holidays obtained Southwest's fare information without authorization and in violation of the Southwest Terms & Conditions.
- 8. In sum, Skiplagged would display Southwest's fare information on its website and then direct Skiplagged's users to complete the booking or purchase on an unauthorized OTA like

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³ Sw. Airlines Co. v. Kiwi.com, et al., No. 3:21-cv-00098 (N.D. Tex.) (the "Kiwi Litigation").

Kiwi or Destina Holidays. Neither Skiplagged, Kiwi, nor Destina Holidays is authorized to display Southwest fares or sell Southwest flights.

- 9. Despite Skiplagged claiming its website "Shows you the cheapest regular flights" and "the best available rates anywhere," and Destina Holidays claiming that "if you are looking for a budget trip, Destina Holidays is your go-to place" these statements are false and misleading because Defendants display Southwest fares that are inflated above the actual price on the Southwest Website. *See infra* at ¶¶ 20-22, 107-110.
- 10. Prior to the Kiwi Ruling, Kiwi was sharing Southwest's data with its partner, Skiplagged, who, together with Kiwi, had been using Southwest's data and trademarks to sell tickets (including prohibited "hidden city" tickets) on Southwest Airlines at a markup, without Southwest's authorization.
- 11. Even after this lawsuit (filed in July 2021) and the Kiwi Ruling (issued in September 2021), Skiplagged continued to display Southwest's flight and fare information by directing its users to purchase Southwest flights on unauthorized OTAs, including www.DestinaHolidays.com.
- 12. Upon information and belief, Skiplagged has entered into a contract or business relationship with Destina Holidays for the purpose of helping Destina Holidays to sell Southwest flights, among other things. Throughout 2022, Skiplagged directed its users to purchase Southwest flights on the Texas-based website www.DestinaHolidays.com. As a result, throughout 2022, Southwest sent two (2) separate cease and desist letters to a Texas corporation, Skybooker.com Ltd (d/b/a Destina Holidays), through its registered agent in Irving, Texas (located in this District).

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⁴ See https://skiplagged.com/ (last visited July 29, 2022).

⁵ See https://www.destinaholidays.com/static/about-us (last visited July 29, 2022).



Office of the Secretary of State Corporations Section P.O. Box 13697 Austin, Texas 78711-3697 (Form 503) Filed in the Office of the Secretary of State of Texas Filing #: 802986837 11/16/2021 Document #: 1094478230003 Image Generated Electronically for Web Filing

ASSUMED NAME CERTIFICATE FOR FILING WITH THE SECRETARY OF STATE

 The assumed name under which the business or professional service is or is to be conducted or rendered is:

DESTINA HOLIDAYS

The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

skybooker.com ltd

- The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is <u>TEXAS</u>
- The period, not to exceed 10 years, during which the assumed name will be used is: 10/10/2031
- 5. The entity is a : Domestic For-Profit Corporation
- 6. The entity's principal office address is:

7952, SOUTHFORK BEND, irving, TX, USA 75063-75063

- 13. Thus, even after this lawsuit was filed, Skiplagged furthered its Texas contacts by conducting business with a Texas corporation (via the website www.DestinaHolidays.com) in order to display, market, and sell Southwest flights without authorization.
- A. Southwest filed suit against Kiwi for illegally scraping data from Southwest's website and using it to sell tickets on Southwest's airline without its authorization.
- 14. For a period of time before 2021, Skiplagged and Kiwi worked in concert to engage in the unauthorized display of Southwest's fare information and the unauthorized sale of Southwest's flights.
- 15. In the Kiwi Litigation, Southwest alleged that Kiwi was illegally harvesting flight schedules and airfare prices from the Southwest Website and servers in violation of the Southwest Terms & Conditions. Kiwi then used Southwest's data to sell airline tickets on Southwest Airlines without its authorization.
- 16. As alleged in the Kiwi Litigation, Kiwi has engaged in the following unlawful conduct:

- a. **Page Scraping:** Kiwi knowingly violated the Southwest Terms & Conditions through its unauthorized access and scraping of flight and pricing data from the Southwest Website;
- b. **Unauthorized Sale:** Kiwi knowingly violated the Southwest Terms & Conditions by selling Southwest tickets without approval from Southwest and therefore has engaged in unauthorized commercial activity;
- c. Unauthorized Services: Kiwi knowingly violated the Southwest Terms &
 Conditions by charging certain "service fees" that are not otherwise charged by
 Southwest;
- d. **Trademark Infringement:** Kiwi knowingly violated Southwest's registered trademarks by displaying, among other things, Southwest's famous "Heart" logo on Kiwi.com;
- e. **Unauthorized Access:** Kiwi violated federal and state law by continuing to access the Southwest Website without authorization from Southwest;
- f. Unfair and Deceptive Practices: Kiwi violated federal law by engaging in unfair and deceptive practices in connection with the sale of airline tickets, including (i) selling Southwest flights without permission; (ii) failing to identify the carrier when advertising Southwest flights; (iii) adding its own service fees to the price of Southwest flights; (iv) misrepresenting Southwest's policies in an effort to bilk customers into purchasing ancillary services from Kiwi, such as customer service and checked bags, that are free with the purchase of Southwest flights; (v) failing to issue refunds to customers for cancellations on Southwest flights; and

g. **Hidden City Tickets:** Kiwi promoted and offered "hidden city" tickets, meaning that the passenger's intended final destination is not the ticketed final destination, but rather an intermediate or connecting city. This booking practice is a violation of Southwest's Contract of Carriage. It negatively impacts Southwest's operations and causes problems (i) with checked baggage because Southwest must check baggage to the ticketed, final destination, yet the customer intends to end their trip in the connecting city; (ii) for operational employees and flight crews trying to locate connecting customers that are listed on the connecting flight's manifest; and (iii) trying to locate connecting customers which lead to flight delays that negatively impact other passengers and disrupt Southwest flight schedule and on-time performance metrics. Southwest has recently suffered multiple reportable flight delays caused by Kiwi's unauthorized sales of "hidden city" flights.

- B. Southwest discovers that Skiplagged is displaying Southwest's fare information (at inflated prices) by scraping or connecting to Kiwi's website, which is also not authorized to display Southwest's fare information
- 17. As part of its investigation, Southwest discovered that certain "hidden city" tickets for which Kiwi was the apparent seller were in fact obtained through a website owned by Skiplagged, www.Skiplagged.com.

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⁶ As an illustrative example, a passenger purchases a ticket from Los Angeles to New York with a connection in Las Vegas, but does not travel beyond Las Vegas. These are also known as "buy long/fly short" itineraries or "hidden city" tickets.

- 18. On information and belief, Kiwi distributed *to Skiplagged* the Southwest schedules and fares that Kiwi was scraping from Southwest's website.⁷
- 19. On information and belief, Skiplagged integrated Kiwi's database into its own travel website by becoming a Kiwi "partner." According to Kiwi's website, OTAs and metasearch engines must become a Kiwi partner to access Kiwi's flight and fare data and these partners are remunerated on a commission basis.⁸
- 20. On information and belief, Skiplagged and Kiwi work together, as partners, to market and sell tickets on Southwest Airlines at an inflated price—and earn profits on these sales.
 - 21. Kiwi's website describes its "B2B2C" model as follows:

Kiwi collects content from hundreds of different sources, including consolidators, web-modules, and direct APIs with carriers. ... Kiwi.com provides a unified pricing model for our B2B2C customers. Our markup contains *fees for the provision of services* and a *partner commission*. It is possible to receive pricing with no commission in order to make the price more attractive for the final customer. ... The prices which are returned by our Search API are always final. These include *partner commission*, guarantee costs, payment fees, Customer Support fees, infrastructure and content fees, *and Kiwi.com's commission*. Kiwi.com acts as the merchant of record. Our markup is dynamically calculated and varies from 5 per cent to 20 per cent.⁹

22. Kiwi and Skiplagged understand that they are able to convince buyers to purchase tickets at inflated prices by (i) including flights on airlines like Southwest that are not otherwise

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⁷ Kiwi website, https://partners.kiwi.com/our-solutions/tequila/ (last verified, July 11, 2021). Kiwi website, https://www.kiwi.com/tw/pages/content/partner (then click on OTA & metasearch) (last accessed July 12, 2021).

⁸ https://www.kiwi.com/tw/pages/content/partner (last accessed July 12, 2021).

⁹ https://partners.kiwi.com/technology-services/b2b2c-partnership-model/ (last accessed July 20, 2021) (emphasis added).

available on OTAs like Kayak or Expedia; and (ii) promoting improper ways to combine flights to reach a destination, like "hidden city" travel. ¹⁰

C. Skiplagged partners with Kiwi to sell "hidden city" tickets on Southwest.

- 23. Skiplagged runs a search engine that claims to identify lower airfares to a given destination by, with its actual knowledge, inducing OTAs (like Kiwi and Destina Holidays) to breach applicable contracts of carriage with the airline. Skiplagged's CEO Aktarer Zaman signed a declaration in the New York action that confirmed "Kiwi.com is one vendor as to which Skiplagged publishes pricing for routes offered by a wide variety of airlines, including [Southwest]."¹¹
- 24. The name Skiplagged is a reference to the term "Skiplagging" that is the practice of booking an itinerary where the stopover (connecting city) is the true and intended destination of the traveler. Tickets purchased to travel to a stopover rather than the destination are known as "hidden city" tickets.
- 25. Many airlines (including Southwest) prohibit "hidden city" tickets due to logistical, operational, and public safety concerns that arise from it. Some examples include: (1) there are challenges at the airport with checked baggage because Southwest must check baggage to the ticketed, final destination, yet the customer intends to end his or her trip in the connecting city; (2) when a customer ends his or her trip in the connecting city, this presents a series of challenges for operational employees and flight crews trying to locate connecting customers that are listed on the connecting flight's manifest; and (3) challenges arise in the amount of time trying to locate

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¹⁰ See, e.g., https://partners.kiwi.com/technology-services/b2b2c-partnership-model/ (last accessed June 12, 2020).

 $^{^{11}}$ Skiplagged, Inc. v. Southwest Airlines Co., No. 1:21-cv-05749-JPC (S.D.N.Y.) (Dkt. #35) Declaration of Aktarer Zama \P 4.

connecting customers which has led to actual flight delays that negatively impact other passengers and disrupt Southwest's flight schedule and on-time performance metrics.

- 26. "Hidden city" travel violates the Contract of Carriage that a passenger enters with Southwest and, more specifically, Section 2(a)(2) of Southwest's Contract of Carriage prohibits "purchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities)."¹²
- 27. By identifying and promoting prohibited forms of travel (such as "hidden city" tickets), Skiplagged has induced Southwest's customers to breach both (a) the Southwest Terms & Conditions and (b) Southwest's Contract of Carriage.
- 28. Skiplagged.com includes repeated reference to "hidden city" tickets that it describes as "a flight where you get off at the layover rather than the final destination" and then explains "but there are **some things to be aware of**" and notes that:
 - You might upset the airline, so don't do this often.

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other places on the Southwest Website, and also incorporates the Contract of Carriage as part of the Terms & Conditions that provide: "[i]n some instances both these Terms [& Conditions] and separate terms and conditions will apply, including . . . [being] subject to the terms & conditions contained in Southwest's Contract of Carriage." Kiwi's website also contains terms and conditions explaining to Kiwi's users in the "Service Agreement" (Article 2.1.2) that Kiwi's services consist of "[b]rokerage of the Contract of Carriage between You [the Kiwi user] and the Selected Carrier." Article 16 of Kiwi.com's terms and conditions are labeled "Brokerage of the Contract of Carriage" and explains: "We [Kiwi] are responsible primarily for brokering the Contract of Carriage between You [Kiwi user] and a Selected Carrier."

https://support.skiplagged.com/hc/en-us/articles/115003286687-What-is-a-hidden-city-flight-(last accessed July 23, 2021).

29. On information and belief, when a Skiplagged.com user is ready to purchase a ticket on Southwest, Skiplagged.com directs the user to a page on Kiwi.com (or more recently DestinaHolidays.com) to complete the purchase and process payment.

30. Because Kiwi or Destina Holidays acts as the merchant of record, Southwest cannot easily determine from the electronic record which tickets were purchased through Skiplagged.com.

D. Southwest demands that Skiplagged cease and desist from using its trademarks and selling "hidden city" flights on its airline without authorization.

- 31. On June 8, 2021, Southwest wrote a letter to Skiplagged from Texas, explaining that Skiplagged was violating the Southwest Terms & Conditions by scraping and/or using data scraped from Southwest.com, promoting "hidden city" tickets, and using Southwest's trademarked heart logo to advertise the sale of tickets on Southwest Airlines without its authorization. ¹⁴
- 32. Southwest explained that Southwest had "the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website" and never authorized Skiplagged to display or sell its fares, display its trademark logos, publish its flight or fare data, or to use the Southwest Website for or in connection with offering any third-party product or service—or use Southwest's trademarks in doing so.¹⁵
- 33. Southwest further explained that Skiplagged was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of the Southwest Terms & Conditions, and the details of registered trademarks. It noted that the Southwest Terms & Conditions prohibit:

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¹⁴ Letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021), attached hereto as Ex. B.

¹⁵ *Id.* at p. 1.

- Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, reuse, sell, transmit or use the Service or Company Information¹⁶ to create a derivative work;"
- Use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"
- Engaging in any activity in connection with the Southwest Website or Company Information that is "fraudulent, unlawful, false or misleading";
- Attempts to "harvest any information from the [Southwest Website];"
- Attempts to "infringe any intellectual property or other right of any third party;"
- Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and
- ["U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, ... search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]" 17

¹⁶ "Company Information" is defined in the Southwest Terms & Conditions as "Information and materials concerning Southwest and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Sites, audio and video clips, digital downloads, data compilations (including customer and Rapid Rewards® information), the compilation, assembly, and arrangement of the materials of the Sites, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest, and other forms of intellectual property, and information regarding the status of Southwest flights, etc." *See* Ex. A.

¹⁷ See Ex. B, letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

34. On June 18, 2021, outside counsel for Southwest in Texas wrote to Skiplagged again demanding that it cease and desist from all violative conduct and preserve all physical and electronic evidence in anticipation of litigation. In the June 18th letter, Southwest expressly noted that "Skiplagged's failure to cease and desist the conduct described herein may result in Southwest pursuing litigation against you in a Texas federal court and seeking all available legal relief, including damages and/or injunctive relief, and seeking to recover its attorneys' fees."¹⁸

- 35. On June 21, 2021, Skiplagged replied to counsel for Southwest in Texas, asserting that it did not "web scrape" data from the Southwest.com website or obtain data from Southwest's application programming interface or sell "hidden-city" flights on Southwest. ¹⁹ And it no longer displayed any heart logo for Southwest flights.
- 36. On July 1, 2021, outside counsel for Southwest replied to Skiplagged's June 21 letter again demanding that it cease and desist.²⁰ Counsel explained that Skiplagged continued to violate the Southwest Terms & Conditions through its unauthorized publication, marketing, and sale of Southwest tickets (that falsely misrepresent actual ticket prices), even if linking to another unauthorized travel website, Kiwi.com. Southwest explained that it had filed a federal lawsuit against Kiwi that included, among other things, a claim for breach of the Southwest Terms & Conditions, and provided the relevant case number.

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¹⁸ Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (June 18, 2021), attached hereto as Ex. C (emphasis original).

¹⁹ Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (June 21, 2021), attached hereto as Ex. D.

²⁰ Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (July 1, 2021), attached hereto as Ex. E.

37. Southwest warned Skiplagged that if it did not cease displaying Southwest flights at inflated prices and directing customers to Kiwi.com to purchase Southwest flights, cease promoting "hidden city" flights on Southwest Airlines, and cease interfering with Southwest's contractual relationships with Southwest's current and future customers, Southwest would file suit in federal district court in Texas.²¹

38. Southwest explained that "regardless of how Skiplagged acquires the information, Skiplagged is misleading and deceiving customers by misstating the cost of Southwest's flights. By misrepresenting and inflating the cost of Southwest's fares, Skiplagged is also violating federal law, which prohibits deceptive and misleading practices in the sale of air transportation.

39. On July 6, 2021, outside counsel for Skiplagged replied to Southwest's letter.²² There, it denied that its conduct (in republishing Southwest fare data and selling Southwest flights to consumers on "hidden-city" flights, at a markup) was wrongful. It declared that it was not subject to jurisdiction in Texas and was therefore filing a defensive declaratory judgment action in New York:

Accordingly, given your Letter's litigation threat, Skiplagged has commenced a declaratory judgment action in the Southern District of New York, which properly has jurisdiction over this dispute.²³

40. Skiplagged also claimed that it obtained its Southwest fare data from third parties—and not from Southwest.com. It denied representing to Skiplagged customers that the prices

²¹ *Id*.

²² Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (July 6, 2021), attached hereto as Ex. F (emphasis added).

²³ *Id*.

Skiplagged charged them for Southwest flights were "the 'actual' prices that Southwest charges" for its flights.

41. Southwest implemented self-help security measures, including technology blocks, in an effort to stop Kiwi (and therefore, also its "partners" like Skiplagged) from illegally scraping its data and using it to sell "hidden city" tickets on its airline, without authorization. Kiwi continued to hack the Southwest Website (in violation of federal law and the Southwest Terms & Conditions), republish Southwest fares and flight schedules, and share it with Skiplagged, who, together with Kiwi, used the data to sell flights on Southwest's airline without authorization.

E. Skiplagged files a declaratory judgment action in New York to deprive Southwest of its right as plaintiff to the forum of its choice; Southwest files this suit.

- 42. On July 2, 2021, to deprive Southwest of its right to a forum of its choice, Skiplagged filed a declaratory judgment action in Federal District Court for the Southern District of New York.²⁴
- 43. Nearly one year later, on July 1, 2022, the New York federal court granted Southwest's Motion to Dismiss Skiplagged's Declaratory Judgment Action and, in a written opinion, ruled that Skiplagged's lawsuit was an "improper anticipatory action." ²⁵
- 44. Among other things, Skiplagged and Kiwi (or Destina Holidays) have acted in concert and on information and belief, pursuant to a partnership or affiliate agreement, to market and sell Southwest flights, including "hidden city" tickets.

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²⁴ Skiplagged, Inc. v. Southwest Airlines Co., Case No. 1:21-cv-05749-JPC (S.D.N.Y.).

²⁵ *Id.* Dkt #46 at 5–6.

F. Skiplagged partners with Destina Holidays, another unauthorized OTA to continue to illegally sell flights on Southwest.

- 45. As part of its investigation into unauthorized OTAs, Southwest determined that Texas-based Destina Holidays was selling unauthorized tickets for flights on Southwest and that after the Kiwi litigation, Skiplagged was sending users to Destina Holidays to complete their ticket purchases.
- 46. On information and belief, like other unauthorized OTAs, Destina Holidays is not legally permitted to display Southwest flight and fare data and obtains information regarding Southwest flights and fares through improper means.
- 47. On information and belief, Destina Holidays uses fake or false addresses and other misleading information to purchase Southwest tickets in violation of the Southwest Terms and Conditions.
- 48. On December 1, 2021, Southwest wrote a letter to Destina Holidays, explaining that Destina Holidays was violating the Southwest Terms & Conditions by using data unlawfully obtained from Southwest.com and advertising and selling tickets on Southwest Airlines without its authorization.²⁶
- 49. In the December 1, 2021 notice, Southwest explained to Destina Holidays that Southwest had "the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website" and never authorized Destina Holidays to display or sell its fares, publish its flight or fare data, or to use the Southwest Website for or in connection with offering any third-party product or service—or use Southwest's trademarks in doing so.²⁷

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²⁶ Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021), attached hereto as Ex. G.

²⁷ *Id.* at p. 2.

- 50. In the December 1, 2021 notice, Southwest further explained that Destina Holidays was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of the Southwest Terms & Conditions, and the details of registered trademarks. Southwest further explained to Destina Holidays that the Southwest Terms & Conditions prohibit:
 - Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, reuse, sell, transmit or use the Service or Company Information²⁸ to create a derivative work;"
 - Use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"
 - Engaging in any activity in connection with the Southwest Website or Company Information that is "fraudulent, unlawful, false or misleading";
 - Attempts to "harvest any information from the [Southwest Website];"
 - Attempts to "infringe any intellectual property or other right of any third party;"
 - Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and

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²⁸ "Company Information" is defined in the Southwest Terms & Conditions as "Information and materials concerning Southwest and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Sites, audio and video clips, digital downloads, data compilations (including customer and Rapid Rewards® information), the compilation, assembly, and arrangement of the materials of the Sites, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest, and other forms of intellectual property, and information regarding the status of Southwest flights, etc." *See* Ex. A.

- ["U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, ... search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]"²⁹
- 51. Later that day (December 1, 2021), Mohammad Nadeem (who was identified as a "Director" of Destina Holidays) responded to Southwest and indicated Destina Holidays would "remove South West [sic] content immediately.³⁰ That statement proved to be false.
- 52. Southwest's investigation shows that, less than two weeks after its promise to stop, Destina Holidays resumed making unauthorized Southwest reservations on December 14, 2021.
- 53. Destina Holidays would continue to engage in the unauthorized activity prohibited by the Southwest Terms & Conditions, such as (1) the unauthorized distribution of Southwest's fare information to websites like Skiplagged; and (2) the unauthorized display and marketing of Southwest's fare information including completing bookings of tickets at inflated prices.
- 54. As a result, on July 1, 2022, Southwest sent a second cease and desist letter to Destina Holidays including proof that "Destina Holidays continues its unauthorized use and display of Southwest fare data."³¹
- 55. On July 7, 2022, Destina Holidays responded to Southwest's notice and said: "Please check, we have removed now". 32 That statement also proved to be false.

²⁹ See Ex. G, Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

³⁰ See Support Thread between James Sheppard (Southwest) and Mohammad Nadeem (Destina Holidays), attached hereto as Ex. H.

³¹ See id.

³² See id.

- 56. Southwest's investigation shows that, less than two weeks after its promise to stop, Destina Holidays resumed making unauthorized Southwest reservations on July 16, 2022.
- 57. Contrary to its repeated promises, Destina Holidays continued to display and sell tickets on Southwest Airlines on its website.

II. THE PARTIES

- 58. Southwest is a Texas corporation with its principal place of business located at 2702 Love Field Drive, Dallas, Texas 75235.
- 59. Skiplagged, Inc. is a Delaware corporation with a principal place of business located at 41 E. 11th St., 9th Floor, New York, New York 10003. Skiplagged owns and/or operates Skiplagged.com.
- 60. Skybooker Ltd. is a Texas corporation with a principal place of business located at 7952, Southfork Bend, Irving, Texas 75063. Skybooker Ltd. does business under the assumed name Destina Holidays. On information and belief, Skybooker Ltd. previously operated under the name Destina Travel.

III. JURISDICTION AND VENUE

- 61. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338 because Southwest asserts claims arising under 15 U.S.C. §§ 1114, 1116, 1117, and 1125 of the Lanham Act. This Court has supplemental and pendent jurisdiction over the related state law claims pursuant to 28 U.S.C. § 1367.
 - 62. Defendants know, including from correspondence with Southwest, that:
 - a. Southwest is based in Texas.
 - b. Use of Southwest's Website—which is necessary not only to scrape Southwest's fares and schedules, but also to communicate passenger

- information to Southwest on any ticket that Skiplagged, Kiwi, or Destina Holidays sells—is subject to the Southwest Terms & Conditions.
- The Southwest Terms & Conditions prohibit the use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies."
- d. Pursuant to the Southwest Terms & Conditions, neither Skiplagged, Kiwi, nor Destina Holidays are authorized to scrape or publish Southwest's proprietary schedule and pricing data.
- e. Neither Skiplagged, Kiwi, nor Destina Holidays are authorized to market or sell Southwest tickets on their websites.
- Southwest does not authorize the sale of "hidden city" tickets, the sale of which substantially harms Southwest, as does the misrepresentation of its prices and policies, the unauthorized sale of its products at a markup, and use of its trademarks—all of which are prohibited.
- g. The Southwest Terms & Conditions contain a forum selection clause that applies to "all disputes":

Forum Selection

These Terms and the relationship between you and Southwest shall be governed by the laws of the State of Texas without regard to any conflict of law provisions. You agree to the personal and exclusive jurisdiction of the courts located within Dallas, TX. You hereby consent to the exclusive jurisdiction and venue of the State and Federal courts in Dallas, Texas in all disputes.³³

63. Although Southwest notified Defendants that Skiplagged, Kiwi, and Destina Holidays are not permitted to scrape, publish, or distribute Southwest's data, nor are they permitted

³³ Ex. A, Southwest Terms & Conditions at 3 (emphasis in original).

to market or sell tickets on Southwest pursuant to the Southwest Terms & Conditions, Skiplagged has continued to use data from Kiwi and/or Destina Holidays to wrongfully publish and market Southwest flights on Skiplagged and direct customers to its partners, Kiwi and Destina Holidays, to process payment on the sale and collect its commission and Destina Holidays has continued to obtain and illegally republish Southwest fare and schedule data to advertise and sell flights on Southwest Airlines.

- 64. Due to Skiplagged directing its users to purchase tickets on Kiwi.com, Southwest was forced to file the Kiwi Litigation to enforce the contract terms on the Southwest website.
- 65. In connection with their unauthorized republication of Southwest fares and flight schedules and their unauthorized sales of Southwest flights and services, Kiwi was accessing Southwest's computer systems located in Texas and in this District without authorization, bypassing Southwest's security systems intended to block automated traffic and bots from using the Southwest Website, and hacking the Southwest API that is accessible only through the Southwest Website—and then distributing that data to *Skiplagged*.
- 66. Skiplagged knows that Kiwi and Destina Holiday's use of Southwest's data and sale of tickets on Southwest Airlines is unauthorized, but Skiplagged still continued to republish that data *and sell tickets through Kiwi and Destina Holidays* on its website, Skiplagged.com.
- 67. Destina Holidays knows that its use of Southwest's data and sale of tickets on Southwest Airlines is unauthorized, but Destina Holidays still continues to republish that data and sell tickets through its website, Destinaholidays.com.
 - 68. This Court has jurisdiction over Defendants and all of Southwest's claims because:

- Defendants knowingly used trademarks that belong to Southwest without Southwest's permission to market and sell tickets on Southwest Airlines without authorization;
- b. Defendants knowingly have used Southwest's trademarks to market prohibited forms of travel, including "hidden city" tickets, to travelers in Texas—diluting Southwest's trademarks and causing foreseeable confusion as to the origin of certain services;
- c. Defendants knowingly induce Texas citizens to breach their contracts of carriage with Southwest—causing foreseeable injury to Southwest in Texas;
- d. Defendants market Southwest flights to travelers in Texas, and knowingly convince travelers domiciled in Texas to breach their contracts of carriage with Southwest—a Texas entity;
- e. Skiplagged, in cooperation and partnership with Kiwi and Destina Holidays, induces Kiwi and Destina Holidays to breach their agreements with Southwest by sharing Southwest's data and directing customers to Kiwi.com and DestinaHolidays.com to book "hidden city" fares;
- f. Skiplagged acts as Kiwi and Destina Holidays' partners, and collectively uses
 Southwest's Company Information to generate profits for Kiwi, Destina
 Holidays, and Skiplagged on Southwest bookings.
- g. Even after this lawsuit was filed and the Kiwi Ruling, Skiplagged still continued to display Southwest's fare and pricing information through its partnership with Destina Holidays which is a Texas corporation.

- h. Destina Holidays maintains its principal place of business in Texas and is incorporated in Texas.
- 69. Southwest's claims arise out of the "access to ... or use" of Southwest's Website by Defendants, alone and, as to Skiplagged, in partnership with Kiwi and/or Destina Holidays. Under the Southwest Terms & Conditions, it is agreed that:

[A]ny transactions carried out through the Sites will be deemed to take place in the State of Texas, United States of America, regardless of the jurisdiction where [it] may be located or reside....

- 70. Defendants, both alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have committed torts in this District, breached or induced breaches of contract in this District, violated Texas statutory law in this District, and systematically conduct business in this District. Skiplagged also has purposefully availed itself of the forum by soliciting business from Texas residents and purposefully directing its actions towards Texas, including by offering and selling flights in Texas, and soliciting business from Texas residents.
- 71. Defendants have offered and facilitated the sale of Southwest flights to airports in Texas cities, including in this District.
- 72. On information and belief, Defendants have sold, using Southwest's proprietary fare data and trademarks (or caused the sale of, by directing customers to submit payment through Kiwi.com and DestinaHolidays.com), over 1,000 flights on Southwest.
- 73. Skiplagged knows and understands that, in connection with the purchase of Southwest flights, Kiwi and Destina Holidays interact with Southwest computer systems located in Texas and in this District, and Skiplagged, Destina Holidays, and Kiwi are selling the services of Southwest, a Texas company with its base of operations in this District. On information and

belief, Skiplagged has derived substantial revenues and profits from such contacts with Texas and can reasonably anticipate being haled into court in Texas to answer for its actions.

- 74. On information and belief, a significant number of travelers residing in the Dallas area have purchased tickets on Southwest through Defendants' websites.
- 75. The injuries Defendants inflict on Southwest are felt in this District, and Defendants knew that serious harmful effects from its conduct would occur here.
- 76. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the claims asserted in this action arose in this District and a substantial part of the activities, conduct and damages have occurred in Texas.
- 77. During all relevant times, as Skiplagged directed its users to unauthorized OTAs, Skiplagged has knowingly and intentionally induced Kiwi and/or Destina Holidays to breach the Southwest Terms & Conditions by, for example, (a) engaging in "Restricted Activity" that prohibits using Southwest's Service or Company Information for any commercial purpose; (b) using page-scraping or bots to obtain Southwest's Company Information, such as its flight and pricing data; (c) violating the prohibition on copying, displaying, publishing, or distributing Southwest's Company Information, such as its flight and pricing data; and (d) the restriction that users "will not use the Service [Southwest's website and computer servers] for or in connection with offering any third party product or service not authorized or approved by Southwest."
- 78. Skiplagged was knowingly accessing Southwest's Company Information (e.g., fare data) from Kiwi and, in turn, Kiwi was accessing Southwest's servers located in this district. In the Kiwi Litigation, this Court ruled that venue is proper in this jurisdiction and summarized a declaration from a Southwest Enterprise Architect explaining that "Southwest's digital platforms

are hosted and supported at data centers located in and around Dallas." Sw. Airlines Co. v. Kiwi.com, et al., No. 3:21-cv-00098 (N.D. Tex.) (Dkt. # 30).

79. Skiplagged is also knowingly obtaining and accessing Southwest's Company Information (e.g., fare data) from Destina Holidays which (a) is a Texas corporation; and (b) on information and belief, is accessing Southwest's servers located in this district to collect Southwest's Company Information (e.g., fare data) and/or complete booking transactions.

IV. FACTS GIVING RISE TO THIS ACTION

A. Southwest's Operation and Website.

- 80. Since its first flight in June 1971, Southwest has provided affordable flights to business and leisure passengers for just over 50 years. Southwest is one of the most-flown airlines in the United States. In the highly competitive airline industry, Southwest has been successful in large measure because of Southwest's commitment to customer service and consumer loyalty, including its well-known promises of fares with "no hidden fees" and "no change fees" (though fare differences may apply), and allowing its customers to directly book tickets on Southwest.com.
- 81. Southwest owns and operates the Southwest Website. Southwest also maintains the exclusive online distribution rights to sell Southwest tickets to the general public through the Southwest Website and does not allow the sale of Southwest flights without express written approval.
- 82. Southwest has long prevented website operators and OTAs from selling its flights and the Southwest Terms & Conditions for the Southwest Website include a list of Restricted Activities that prohibit attempts to "page scrape" or using the Southwest Website "for any commercial purpose" without permission from Southwest.³⁴ Such restrictions are permitted under

³⁴ See Ex. A, Southwest Terms & Conditions at 2.

federal law.³⁵ Southwest's fares and flight schedules are proprietary and subject to certain use restrictions, such that they may not be republished or used for commercial purposes without Southwest's express permission.

- 83. To protect the security of its website and ensure normal operations, Southwest makes its website and the proprietary contents available for consumers' use subject to the Terms & Conditions. An interactive link on each page of Southwest's website, including the homepage, references the Terms & Conditions.
- 84. Because use of the Southwest Website constitutes acceptance of the Terms & Conditions, the Terms & Conditions constitutes a valid and enforceable contract between Southwest and those who access the website.
- 85. Southwest has sent multiple cease and desist letters to Defendants, informed Defendants of the Kiwi Litigation, and identified the relevant Terms & Conditions.³⁶
- 86. The Terms & Conditions for use of the Southwest Website specifically prohibit, among other things, the following user conduct:
 - a. Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;"

³⁵ See 14 C.F.R. § 256.6 ("Nothing in this section requires an air carrier, foreign air carrier, or ticket agent to allow a system to access its internal computer reservation system or to permit 'screen scraping' or 'content scraping' of its Web site; nor does it require an air carrier or foreign air carrier to permit the marketing or sale of the carrier's services through any ticket agent or other carrier's system. 'Screen scraping' as used in this paragraph refers to a process whereby a company uses computer software techniques to extract information from other companies' Web sites without permission from the company operating the targeted Web site."). To the extent that any common law right to scrape "publicly available" data exists, this section preempts it.

³⁶ Ex. E, Letter from Michael Wilson to Skiplagged c/o Aktarer Zaman (July 1, 2021); Ex. G, Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021).

- b. Use of the Southwest Website or Company Information "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"
- c. Engaging in any activity in connection with the Southwest Website or Company
 Information that is "fraudulent, unlawful, false or misleading;"
- d. Attempts to "harvest any information from the [Southwest Website];"
- e. Attempts to "infringe any intellectual property or other right of any third party;"
- f. Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and
- g. "[U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]"³⁷
- 87. The Terms & Conditions also provide that, by accessing the Southwest Website, or using the content made available through the website, Defendants accept and agree to the Southwest Terms & Conditions. As described herein, Defendants are aware that they, and as to Skiplagged, Kiwi and Destina Holidays, are using the Southwest Website and content from the Southwest Website.

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³⁷ See Ex. A, Southwest Terms & Conditions at 2.

B. Southwest's Registered Trademarks.

88. Southwest is the owner of, among other things, the federal trademark registrations listed below (hereinafter collectively referred to as the "Southwest Marks"):³⁸

Trademark	Date	Services	No.
SOUTHWEST AIRLINES	Registered: Dec. 8, 1992	(Int'l Class: 39) transportation services; namely, transportation of cargo and passengers by air	Reg. No.: 1,738,670
SOUTHWEST	Registered: Aug. 15, 2006	(Int'l Class: 39) Transportation of passengers and/or goods by air	Reg. No.: 3,129,737
	Registered September 8, 2015 Int'l Class: 35 First Use: September 8, 2014 Filed: October 1, 2014	(Int'l Class: 35) providing electronic on-line information services, namely, the provision of advertisements and business information in respect of travel, tourism and entertainment through a computer database; advertising services and promotion services by data communications for service providers in the travel industry; on-line direct electronic marketing services and advertising services for service providers in the travel industry; providing online information to others, namely, advertisements and solicitations	Reg. No.: 4,806,962
	Registered July 7, 2015 Int'l Class: 16 First Use: September 8, 2014 Filed: December 1, 2014	(Int'l Class: 16) printed matter, namely, publications, magazines, and books all featuring information about the airline and travel industry	Reg. No.: 4,768,717
	Registered April 14, 2015 Int'l Class: 39	(Int'l Class: 39) air transportation of passengers and freight; air transportation services	Reg. No.: 4,720,322

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³⁸ True and correct copies of the registration certificates for the Southwest Marks are available free of charge from the USPTO's Trademark Electronic Search System (TESS) database available at https://www.uspto.gov/trademarks-application-process/search-trademark-database.

Trademark	Date	Services	No.
	First Use: September 8, 2014 Filed: September 8, 2014	featuring a frequent flyer bonus program; airline transportation services; delivery of goods by air; freight transportation by air; making reservations and bookings for transportation; making transportation bookings and reservations for others by means of a website; on-line transportation reservation and travel ticket reservation services; online transportation reservation services; providing a website featuring information in the field of air transportation; providing automated check-in and ticketing services for air travelers; transport by air; transport of passengers; transport of persons and goods; transportation of passengers and/or goods by air; travel agency services, namely, making reservations and bookings for transportation	
	Registered April 21, 2015 Int'l Class: 09 First Use: September 8, 2014 Filed: September 22, 2014	(Int'l Class: 09) computer application software for mobile phones, namely, software for delivery of personalized travel information; computer e-commerce software to allow users to perform electronic business transactions via a global computer network; computer software for the delivery of personalized travel information that may be downloaded from a global computer network; downloadable mobile applications for providing personalized travel information namely flight check-in, flight status, and flight and car rental information and services; downloadable software in the nature of a mobile application for the delivery of personalized travel information	Reg. No.: 4,723,791
S	Registered April 21, 2015 Int'l Class: 43 First Use: September 8, 2014 Filed: September 22, 2014	(Int'l Class: 43) making hotel reservations for others; providing a website featuring information in the field of hotels and temporary accommodations for travelers; providing personalized information about hotels and temporary accommodations for travel via the internet	Reg. No.: 4,723,789

Trademark	Date	Services	No.
	Registered January 26, 2016 Int'l Class: 41 First Use: September 8, 2014 Filed: May 22, 2015	(Int'l Class: 41) providing information on entertainment, sporting, and cultural events and venues, amusements parks, tourist attractions, and recreational activities; ticket reservation and booking services for entertainment, sporting, and cultural events and venues, amusement parks, tourist attractions, and recreational services	Reg. No.: 4,892,223

89. Southwest spends substantial time, money, and effort advertising and promoting its products and services using its trademarks throughout the United States. The Southwest Marks provide Southwest with the exclusive right to use the registered marks in connection with air transportation and other travel services, as well as the right to exclude third parties from unauthorized use of the marks. Through years of nationwide and continuous use and advertisement, Southwest has established enormous goodwill with respect to these marks, and they are Southwest's valuable intellectual property. The Southwest Marks have become famous, distinctive, and well known, and the public accepts the marks as indicative that Southwest is the source of those services.

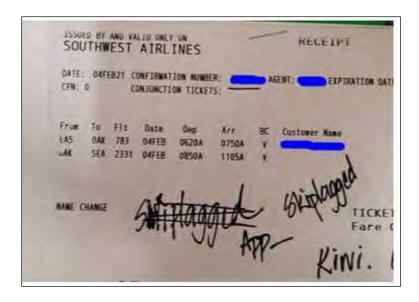
C. Skiplagged's Wrongful, Unauthorized, and Misleading Conduct in partnership with Kiwi and Destina Holidays.

90. On information and belief, Skiplagged, acting in concert with Kiwi and Destina Holidays as its partner, has (i) infringed Southwest's Marks by displaying Southwest's name and Heart logo on the Skiplagged website; (ii) used those marks without Southwest's authorization to market and sell tickets on Southwest flights; (iii) enticed and encouraged Southwest customers to breach their contract of carriage with Southwest; (iv) aided and abetted Kiwi and Destina Holidays' infringement of Southwest's Marks; and (v) aided and abetted Kiwi and Destina Holidays' breach of the Southwest Terms & Conditions.

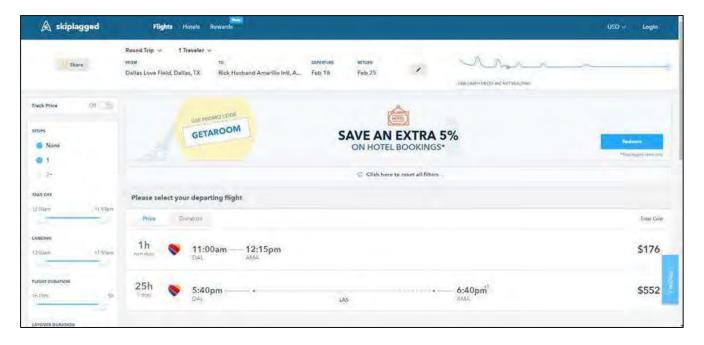
- 91. Skiplagged is aware that, in connection with promoting and selling Southwest flights and services, the unauthorized OTAs (e.g. Kiwi and Destina Holidays) knowingly and intentionally target the Southwest Website and Southwest's servers in manner that violates (a) the Southwest Terms & Conditions; and/or (b) Southwest's Contract of Carriage.
- 92. In addition, Skiplagged is aware that, in connection with promoting and selling Southwest flights and services, the unauthorized OTAs (e.g. Kiwi and Destina Holidays) use Southwest's information in a manner that is fraudulent, false or misleading, and that violates (a) the Southwest Terms & Conditions; and/or (b) Southwest's Contract of Carriage.
- 93. According to Kiwi's website, parties like Skiplagged must sign a contract to access Kiwi's API and are then paid on a commission basis.³⁹
- 94. On or about February 2021, Southwest's employees reported problems and challenges with "hidden city" tickets that, according to the customer, were located through searches on Skiplagged and then purchased through Kiwi. The Southwest employee took a photo of the boarding pass and made hand-written notes, reflecting a conversation with the customer, that the Southwest fare was displayed on Skiplagged and then the trip itinerary was sent by Kiwi.

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³⁹ https://www.kiwi.com/tw/pages/content/partner (last accessed July 12, 2021).



- 95. As Southwest investigated Skiplagged's connection to Kiwi, it learned that this particular passenger's itinerary included (a) a booking email domain of @kachipytel.com; (b) that it included a false billing address; and (c) was for a prohibited "hidden city" ticket where the passenger was booked to travel from Las Vegas, Nevada to connect in Oakland, California (Flight 783) and then take another flight to Seattle, Washington (Flight 2331); however, the customer only intended to travel to Oakland, California (on Flight 783).
- 96. On information and belief, a booking that is displayed on Skiplagged and booked through Kiwi, the reservation contains the email domain of @kachiyptel.com and Southwest's records show over 1,500 reservations with an email domain of @kachipytel.com and where the passengers trip originated from or landed in one of Southwest's Texas cities. There are more than 500 reservations with an email domain of @kachipytel.com and where the customer's trip originated from or landed in Dallas, Texas.
- 97. In addition, Southwest discovered Skiplagged's infringing use of Southwest's famous "heart" trademark, as found in the Skiplagged website screenshot below:



- 98. Skiplagged has infringed the Southwest Marks by displaying its well-known heart logo on the Skiplagged website, to benefit from its goodwill and generate commissions for itself and Kiwi on sales of Southwest flights.
- 99. On information and belief, Defendants act as the merchant of record to process payment for tickets on Southwest purchased by customers from Skiplagged's website. However, when booking at ticket on Southwest, Kiwi includes a fake address as part of the booking detail and some examples include: (a) for a flight departing out of Austin, TX, the billing city is listed as "Morganchester, WV;" (b) for a flight departing out of Dallas, TX, the billing city is listed as "North Susanborough, TX"; (c) for a flight departing of Austin, TX, the billing city is listed as "New Karen, TN"; and (d) for a flight departing out of Dallas, TX, the billing city is listed as "Lake Allisonport, GA." Other fake cities (with reservations showing @kachipytel.com email domain) include "East Jesus, OK" or "East Laurabury, NC" or "East Markchester, WY." These are not real cities in the United States and, therefore, show that Skiplagged and/or Kiwi are

violating the Southwest Terms & Conditions which prohibit, among other things, "any speculative, fraudulent, or false reservation."

- 100. When a customer clicks on a Southwest flight displayed on Skiplagged.com, the customer is then routed to a page hosted on Kiwi.com or DestinaHolidays.com to collect payment information.
- 101. On information and belief, Skiplagged has sold (or facilitated the sale of) thousands of flights on Southwest through Kiwi.com and, more recently, through the Texas-based Destina Holidays.
- 102. When reselling Southwest flights, Skiplagged, alone and through its agent and partners Kiwi and/or Destina Holidays, acknowledges that purchases are subject to the Southwest Terms & Conditions, stating: "All services provided by Southwest Airlines are subject to their Terms & Conditions. More information is available on their website." Skiplagged markets and sells these flights with knowledge that it and its customers are bound by the Southwest Terms & Conditions.



103. Kiwi's terms and conditions state that "a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking."

Article 9. Conditions of Carriage 1. You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking. By concluding the Service Agreement You hereby acknowledge that the Flight(s) included in Your Booking may not be part of the "frequent flyer programs" of the Selected Carrier(s). This article 9.1 also applies to the terms and conditions of the airlines, railway and other transportation companies which are offered to You based on (i) application of the Kiwi.com Guarantee or (ii) voluntary change of the Booking based on Your request.

104. Skiplagged's use of the Southwest Marks to identify and sell flights on Southwest in partnership with Kiwi and Destina Holidays negatively impacts Southwest's reputation. For

example, booking Southwest flights through Skiplagged is more expensive than booking on the Southwest website because Skiplagged, Destina Holidays, and Kiwi charge additional fees. Thus, Skiplagged, Destina Holidays, and Kiwi are not merely scraping data or republishing it; they are improperly extracting data from the Southwest Website and trading on Southwest's reputation for having no hidden fees.

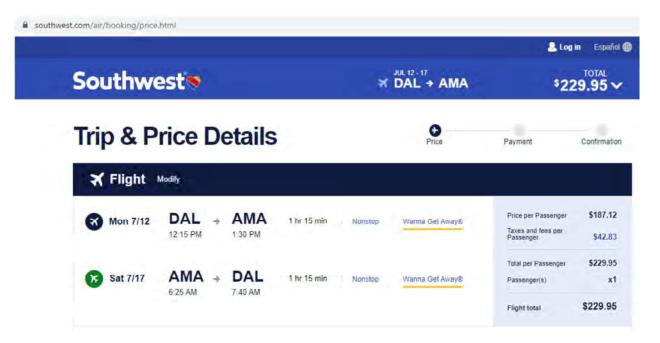
105. Southwest has received significant complaints and inquiries from customers who purchased Southwest flights from Skiplagged and/or Kiwi. These complaints include that Skiplagged and/or Kiwi are (i) selling Southwest flights without permission; (ii) failing to identify the carrier when advertising Southwest flights; (iii) adding their own service fees to the price of Southwest flights; (iv) misrepresenting Southwest's policies in an effort to deceive customers into purchasing ancillary services from Skiplagged and/or Kiwi, such as customer service and checked bags, that are free with the purchase of Southwest flights; (v) failing to issue refunds to customers for cancellations on Southwest flights even after Southwest refunded the credit card used by Kiwi to purchase the ticket; (vi) not providing customers with notices about schedule changes or delays; (vii) not allowing customers to change or cancel reservations; (viii) misrepresenting checked bag policies and baggage fees charged by Skiplagged and/or Kiwi; and/or (ix) leading customers to mistakenly believe that Skiplagged and/or Kiwi are Southwest's authorized agent and blaming Southwest for Skiplagged and/or Kiwi's conduct.

106. Various circumstances (i.e., cancelled flights, delayed flights, or rescheduled flights) necessitate the timely communication of information to customers and the issuance of refunds in many cases. Skiplagged's and/or Kiwi's unauthorized sales of Southwest flights interfere with Southwest's ability to issue timely communications and refunds to customers because Kiwi uses its own email addresses and credit cards (not the customer's) when booking

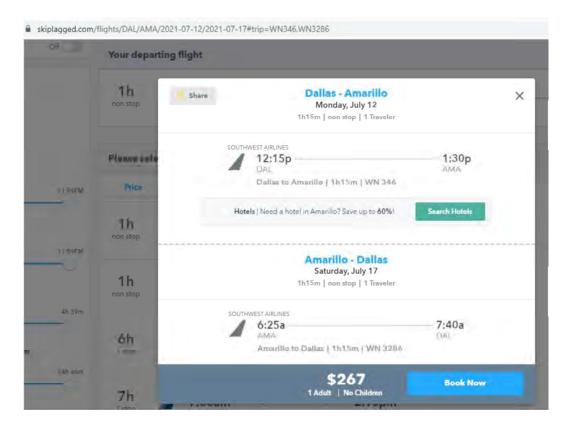
flights purchased through Skiplagged and Kiwi, thus preventing Southwest from directly communicating with customers and directly issuing refunds to customers. In some cases, the customer blames Southwest for the issue, even though Skiplagged and Kiwi are the direct cause of the problem.

D. Defendants Inflate Fares and Charges Service Fees That Are Not Collected By Southwest.

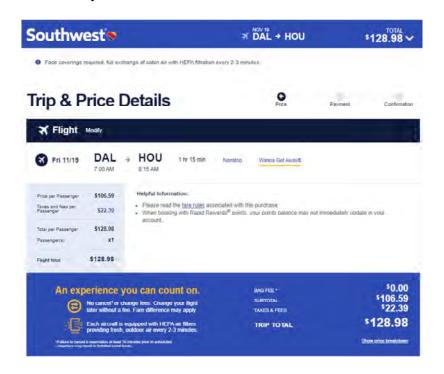
107. Defendants, alone and as to Skiplagged, in partnership with Kiwi, do not identify the flight prices or additional charges in a transparent or straightforward manner. By way of example and comparison, the Southwest Website shows a total price of \$229.95 for a flight from Dallas, Texas (DAL) to Amarillo, Texas (AMA) with an outbound flight on July 12, 2021 and a return flight on July 17, 2021 (the "Dallas-Amarillo Flight"):

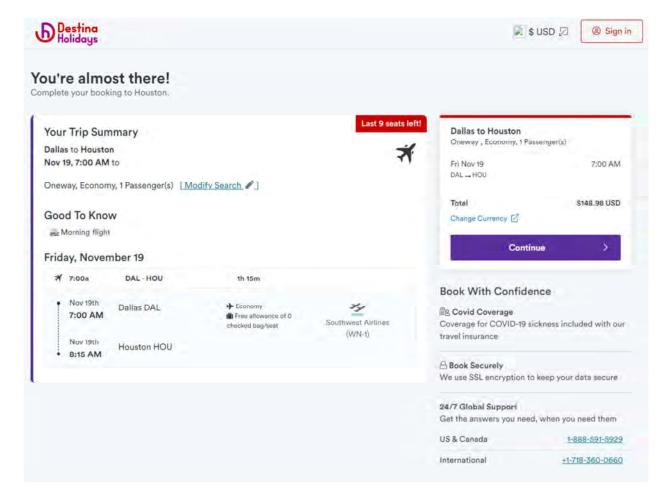


108. But Skiplagged, alone and in partnership with Kiwi, inflates the price of the Dallas-Amarillo Flight to \$267 by adding a "Service Fee" or "Other Fees" to the actual ticket price:



109. Destina Holidays does the same. For example, it inflates the price of a November 19, 2021 flight from Dallas, TX (DAL) to Houston, TX (HOU) from \$128.98 on Southwest.com to \$148.98 on Destinaholidays.com.





- 110. Moreover, like Skiplagged, Destina Holidays misrepresents the terms of travel. At checkout, the customer at DestinaHolidays.com must choose one of two options. First, if a customer chooses not to add on a \$12.50 fee for "premium" support and later needs to change or cancel the fare, DestinaHolidays.com charges a \$50.00 fee that is not charged by Southwest. Or, a customer must pay \$12.50 upfront at checkout and receive "free" rescheduling assistance for flight changes and cancellations, a fee that is also not charged by Southwest.
- 111. Skiplagged and Kiwi also promise an "Automatic flight check-in," which violates the Terms & Conditions on the Southwest Website because "online check-in providers may not use Southwest web pages to check-in customers online or attempt to obtain for them a boarding

pass in any certain boarding group."⁴⁰ Moreover, on information and belief, Skiplagged, alone and in partnership with Kiwi, does not actually provide customers with an automatic flight check-in service, despite promising it.

- 112. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, also misrepresent that Southwest flights purchased through Defendants and Kiwi.com are nonrefundable or subject to change fees, which is not true because Southwest's fare policies have "No Change Fees" (though fare differences may apply); and tickets are always refundable (i.e., Business Select or Anytime fares) or reusable as travel credit (i.e., Wanna Get Away fares).
- 113. Skiplagged, alone and in partnership with Kiwi and Destina Holidays, also misrepresents Southwest's ticket policies by indicating a customer would need to pay an additional cost for "Premium Services" to get email support or avoid fees for other services. In effect, Skiplagged, in partnership with Kiwi and Destina Holidays, is seeking to further increase the price of a Southwest flight for "services" that are not otherwise collected by Southwest because it does not charge any fees for email support or customer service.
- 114. Skiplagged also proposes undesirable and inefficient routes and connections without adequate disclosure to customers of potential issues with such routes, including "hidden city" tickets, which are prohibited by Southwest's Contract of Carriage.
- 115. These and other unlawful, deceptive, and harmful practices by Defendants and Kiwi deliver inferior service, charge hidden fees, and directly contradict Southwest's policies, all of which harm Southwest's reputation and customer goodwill.

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⁴⁰ See Ex. A, Southwest Terms & Conditions at 2.

E. Defendants have Refused to Stop their Wrongful Conduct.

- 116. Several Southwest departments have dedicated company time and resources to investigate the unauthorized access of the Southwest Website relating to flights sold by Defendants and Kiwi.
- 117. In late 2020, Southwest leadership teams received complaints from its frontline employees (i.e., customer service and ground operations) about problems caused by Kiwi's unauthorized sales of Southwest flights. During the ensuing investigation, Southwest learned that Kiwi was cheating customers on refunds, advertising disruptive "hidden city" flights that cause operational delays, and engaging in unfair and deceptive practices. This conduct violates the Southwest Terms & Conditions and federal law,⁴¹ and causes irreparable harm to Southwest's business, reputation, and its brand.
- 118. Some of these "hidden-city" fares were being booked through Kiwi's partner's website, Skiplagged.com—a website devoted, as its name implies, to helping customers identify "hidden-city" fares. On information and belief, some of these "hidden-city" fares were purchased through Destina Holidays.
- 119. Defendants' activities are causing dilution of the quality of the famous Southwest Marks and other harm to Southwest, its business reputation and goodwill, for which Southwest has no adequate remedy at law.
- 120. Defendants' activities are likely to cause, and have caused, confusion. Defendants' conduct is misleading and deceiving to the public and is likely to lead (and has led) the public to

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⁴¹ See 49 U.S.C. § 41712(a) (prohibiting any such "unfair or deceptive practice or an unfair method of competition in air transportation or the sale of air transportation."); 14 C.F.R. § 256.6 (allowing carriers to restrict sales of flights).

wrongly conclude that the goods and services offered by Defendants originate with, are sponsored by, and/or are authorized by Southwest—all to the damage and harm of Southwest and the public.

F. Southwest demands that Skiplagged cease and desist; Skiplagged refuses to do so.

- 121. On June 8, 2021, Southwest wrote to Skiplagged from Texas, explaining that Skiplagged was violating the Terms & Conditions of Southwest.com by scraping and/or using data scraped from Southwest's Website, promoting "hidden city" tickets, and using Southwest's trademarked heart logo to advertise the sale of tickets on Southwest without its authorization. 42
- 122. Southwest explained that Southwest had "the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website" and never authorized Skiplagged to display its fares or sell its flights, display its trademark logos, publish its flight or fare data, or to use the Southwest Website for or in connection with offering any third-party product or service—or use Southwest's trademarks in doing so.⁴³
- 123. Southwest explained that Skiplagged was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of its Terms & Conditions, and details of registered trademarks. It noted that Skiplagged was violating the Terms & Conditions of Southwest's website, which prohibit:
 - a. Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;"
 - b. Use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"

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⁴² Ex. B, Letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021).

⁴³ *Id.* at p. 1.

- c. Engaging in any activity in connection with the Southwest Website or Company Information that is "fraudulent, unlawful, false or misleading";
- d. Attempts to "harvest any information from the [Southwest Website];"
- e. Attempts to "infringe any intellectual property or other right of any third party;"
- f. Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and
- g. ["U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]"⁴⁴
- 124. On June 18, 2021, outside counsel for Southwest in Texas wrote to Skiplagged, Inc., again asking that it cease and desist from all violative conduct and preserve all physical and electronic evidence in anticipation of litigation. Reiterating its grievances, Southwest expressly noted that "Skiplagged's failure to cease and desist the conduct described herein may result in Southwest pursuing litigation against you in a Texas federal court and seeking all available legal relief, including damages and/or injunctive relief, and seeking to recover its attorneys' fees."⁴⁵
- 125. On June 21, 2021, Skiplagged replied to counsel for Southwest in Texas, asserting that it did not "web scrape" data from the Southwest.com website or obtain data from Southwest's

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⁴⁴ See Ex. B, Letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

⁴⁵ Ex. C, Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (June 18, 2021) (emphasis original).

application programming interface or sell "hidden-city" flights on Southwest.⁴⁶ And it no longer displayed any heart logo for Southwest flights.

letter, again demanding that it cease and desist.⁴⁷ The letter explained that Skiplagged continued to violate the Southwest Terms & Conditions through its unauthorized publication, marketing, and sale of Southwest fares (that falsely misrepresent actual ticket prices) by linking to another unauthorized travel website, Kiwi.com. Southwest explained that it had filed a federal lawsuit against Kiwi that included, among other things, a claim for breach of the Southwest Terms & Conditions, and directed Skiplagged to the Kiwi Litigation case number.

127. Southwest warned Skiplagged that if it did not cease displaying Southwest flights at inflated prices and directing customers to Kiwi.com to purchase Southwest flights, cease promoting "hidden city" flights on Southwest, and cease interfering with Southwest's contractual relationships with Southwest's current and future customers, Southwest would file suit in Federal District court in Texas. ⁴⁸ It explained that regardless of how Skiplagged acquires the information, Skiplagged is misleading and deceiving customers by misstating the cost of Southwest's flights. By misrepresenting and inflating the cost of Southwest fares, Skiplagged is also violating federal law, which prohibits deceptive and misleading practices in the sale of air transportation.

128. On July 6, 2021, outside counsel for Skiplagged replied to Southwest's letter. 49 There, Skiplagged denied that its conduct (in republishing Southwest fare data and selling Southwest reservations to consumers on "hidden-city" flights, at a markup) was wrongful. It

⁴⁶ Ex. D, Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (June 21, 2021.

⁴⁷ Ex. E, Letter from Michael Wilson to Skiplagged, Inc. c/o Aktarer Zaman (July 1, 2021).

⁴⁸ *Id*.

⁴⁹ Ex. F, Letter from Skiplagged, Inc. c/o Aktarer Zaman to Michael Wilson (July 6, 2021).

declared that—given that Southwest was going to file suit—Skiplagged had filed a defensive declaratory judgment action in New York:

Accordingly, given your Letter's litigation threat, Skiplagged has commenced a declaratory judgment action in the Southern District of New York, which properly has jurisdiction over this dispute.⁵⁰

- 129. Southwest, however, is the true plaintiff in this matter.
- 130. Since filing the Kiwi Litigation, Southwest has implemented self-help security measures in an effort to stop Skiplagged and Kiwi from illegally scraping and using its data and using it to sell tickets on its airline without authorization. But Skiplagged, together with its partner, Kiwi and/or Destina Holidays, has continued to hack the Southwest Website (in violation of federal law and the Southwest Terms & Conditions), republish Southwest fares and flight schedules, and publish and promote flights on Southwest on *Skiplagged.com*, without authorization.

G. Southwest demands that Destina Holidays cease and desist; Destina Holidays falsely states that it will comply, but instead continues selling flights.

- 131. On December 1, 2021, Southwest wrote a letter to Destina Holidays, explaining that Destina Holidays was violating the Southwest Terms & Conditions by using data obtained from Southwest.com without authorization and advertising and selling tickets on Southwest Airlines without its authorization.⁵¹
- 132. Southwest explained that Southwest had "the exclusive distribution rights to sell Southwest flights to the general public through the Southwest Website" and never authorized Destina Holidays to display or sell its fares, publish its flight or fare data, or to use the Southwest

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⁵⁰ *Id.* (emphasis added).

⁵¹ Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021), attached hereto as Ex. G.

Website for or in connection with offering any third-party product or service—or use Southwest's trademarks in doing so.⁵²

- 133. Southwest further explained that Destina Holidays was inducing Southwest customers to violate the Southwest Terms & Conditions and/or Contract of Carriage. Southwest included a complete copy of the Southwest Terms & Conditions, and the details of registered trademarks. It noted that the Southwest Terms & Conditions prohibit:
 - Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, reuse, sell, transmit or use the Service or Company Information⁵³ to create a derivative work;"
 - Use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"
 - Engaging in any activity in connection with the Southwest Website or Company Information that is "fraudulent, unlawful, false or misleading";
 - Attempts to "harvest any information from the [Southwest Website];"
 - Attempts to "infringe any intellectual property or other right of any third party;"

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⁵² *Id.* at p. 2.

⁵³ "Company Information" is defined in the Southwest Terms & Conditions as "Information and materials concerning Southwest and its products and services, and similar items from our licensors and other third parties, including flight schedules, routes, fares, text, graphics, button icons, layout, databases, articles, posts, text, data, files, images, scripts, designs, instructions, illustrations, photographs, sounds, pictures, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Sites, audio and video clips, digital downloads, data compilations (including customer and Rapid Rewards® information), the compilation, assembly, and arrangement of the materials of the Sites, all copyrightable materials, trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest, and other forms of intellectual property, and information regarding the status of Southwest flights, etc." *See* Ex. A.

- Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and
- ["U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, ... search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]"⁵⁴
- 134. Later that day Mohammad Nadeem, who was identified as a "Director" of Destina Holidays, responded and indicated that Destina Holidays would "remove South West [sic] content immediately.⁵⁵
- 135. That statement proved to be false, on July 1, 2022, Southwest sent a second cease and desist letter to Destina Holidays including proof that "Destina Holidays continues its unauthorized use and display of Southwest fare data."⁵⁶
- 136. Once again, Destina Holidays stated that it had removed Southwest fares from its website.⁵⁷ However, Destina Holidays continues to display and sell tickets on Southwest Airlines on its website.

H. Skiplagged knowingly encourages Southwest customers to violate their Contracts of Carriage with Southwest.

137. Southwest customers who book through Skiplagged.com (with Kiwi.com or DestinaHolidays.com as merchant of record) often travel on "hidden city" fares which occurs when

⁵⁴ See Ex. G, Letter from James Sheppard (Southwest) to Skybooker.com Ltd. c/o Nadeem Qureshi (December 1, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

⁵⁵ See Support Thread between James Sheppard (Southwest) and Mohammad Nadeem (Destina Holidays).

⁵⁶ See id.

⁵⁷ See id.

a passenger's intended final destination is not the final arrival city on his or her itinerary, but rather an intermediate or connecting city. In its simplest form, a passenger purchases a ticket from City 1 to City 2 to City 3, but does not travel beyond City 2. This is sometimes referred to as "skiplagging."

138. This booking practice is a violation of Southwest's Contract of Carriage which details "Prohibited Booking Practices" within Section 2(a)(2) as prohibiting "[p]urchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities)." By promoting prohibited forms of travel on Skiplagged.com, Skiplagged induces passengers to breach the Southwest Terms & Conditions and/or Contract of Carriage.

139. Skiplagged *knowingly* encourages customers to breach its contract of carriage with airlines, including Southwest. For example, in 2015, Skiplagged's founder Aktarer Zaman used the website Reddit to make an open solicitation for donations and acknowledged that there were "a few caveats" to using the Skiplagged website: "(1) you'd have to book a round-trip as two one-ways (which Skiplagged handles automatically), (2) you can only have carry-ons, *and* (3) *you may be breaking an agreement with the airlines known as a contract of carriage*, where it might say you can't miss flights on purpose."59

⁵⁸ Southwest provides notice of the Contract of Carriage throughout the purchase path, among other places on the Southwest Website, and also incorporates the Contract of Carriage as part of the Terms & Conditions that provide: "[i]n some instances both these Terms [& Conditions] and separate terms and conditions will apply, including . . . [being] subject to the terms & conditions contained in Southwest's Contract of Carriage." Kiwi's website also contains terms and conditions explaining to Kiwi's users in the "Service Agreement" (Article 2.1.2) that Kiwi's services consist of "[b]rokerage of the Contract of Carriage between You [the Kiwi user] and the Selected Carrier." Article 16 of Kiwi.com's terms and conditions are labeled "Brokerage of the Contract of Carriage" and explains: "We [Kiwi] are responsible primarily for brokering the Contract of Carriage between You [Kiwi user] and a Selected Carrier."

United Airlines sued me last year for creating Skiplagged, https://www.reddit.com/r/IAmA/comments/3ux82r/united_airlines_sued_me_last_year_for_creating/ (posted November 30, 2015) (emphasis added).

Basically, hidden-city is where your destination is a stopover; you'd simply leave the airport when you arrive at your destination. It turns out booking this way can save you hundreds of dollars on over 25% of common routes, especially in the USA. New York to San Francisco example. There are a few caveats, of course; (1) you'd have to book a round-trip as two one-ways (which Skiplagged handles automatically), (2) you can only have carry-ons, and (3) you may be breaking an agreement with the airlines known as contract of carriage, where it might say you can't miss flights on purpose,

- 140. Despite making a public post on Reddit in 2015 that its users "may be breaking an agreement with the airlines known as contract of carriage" and pointing to specific provisions that would be breached, Skiplagged's CEO Aktarer Zaman just filed a sworn declaration in this Court where he now claims to have "no knowledge" of agreements between airlines, customers, or OTAs.60
- Skiplagged even warns its users: "Do not overuse hidden-city itineraries. Do not 141. fly hidden-city on the same route with the same airline dozens of times within a short time frame. ... You might upset the airline, so don't do this often."61

⁶⁰ Dkt. #25-1, Declaration of Aktarer Zaman ¶ 3.

⁶¹ Skiplagged website, https://skiplagged.com/about (last accessed July 14, 2021) (emphasis added).

- Do not overuse hidden-city itineraries. Do not fly hidden-city on the same route with the same airline
 dozens of times within a short time frame.
- In rare times of irregular operations such as bad weather, your itinerary may change at the discretion of the airline (2% chance).
- · You might upset the airline, so don't do this often.



- 142. Skiplagged runs a search engine specifically designed to identify opportunities where travelers can pay less for airfare to a given destination by breaching their contract of carriage with the airline.
- 143. "Hidden city" travel is prohibited by Southwest and other commercial airlines because of the significant logistical, operational, and public safety concerns it causes. Hidden city travel negatively impacts Southwest's operation in numerous ways. For example, flight crews and ground operations employees in connecting cities will attempt to locate connecting passengers (or "through" passengers) for the final leg of the flight, or delay flights when passengers are missing—unaware that a passenger has ended his or her trip in the connecting city. The practice negatively affects Southwest's ability to estimate passenger headcounts, causing potential disruptions at the airport gate and maintenance adjustments, such as variations in the amount of jet fuel needed for

each flight and proper passenger distribution within the plane. Customers with "hidden city" tickets will refuse to gate-check bags when it is necessary to do so, and may become upset—wasting airline resources, delaying take-off, and causing delay to other passengers requiring assistance. Some customers—who are unaware or forget that airlines are not equipped to handle "hidden city" travel—will check bags that continue to the trip's destination, leaving the passenger unable to retrieve them at the layover, and further straining resources. Flight delays and disruptions have a significant negative impact on the other passengers' experience on the flight and, thus, with Southwest, while causing disruption to Southwest's flight schedule systemwide.

- 144. Skiplagged's promotion of "hidden city" ticketing also causes irreparable harm to Southwest's ability to obtain new customers. That is because when a passenger does not travel on the final leg of the trip, that passenger removes a seat that could have been sold to a prospective Southwest customer. That prospective Southwest customer may choose to travel on a different airline and, therefore, Southwest would also likely lose the sales revenue for ancillary services, such as EarlyBird Check-in, car rental deals, or hotel packages. Other disappointed customers may switch away from Southwest to another airline if Southwest's flights are "full."
- I. Kiwi Continues to Hack Southwest's API and Bypass Its Security to provide Southwest's data to Skiplagged; Skiplagged continues to Aid and Abet Kiwi by using Southwest's data to Generate Commissions.
- 145. In early February 2021, as Southwest's investigation continued and Southwest's technology department learned more about Kiwi's actions, Southwest implemented technical measures to identify and monitor Kiwi's automated access of Southwest.com.
- 146. Over the next several weeks, and through the following months, Southwest implemented various security measures to block unauthorized scraping from Kiwi or other unauthorized OTAs.

- 147. Southwest has invested significant resources in an effort to prevent Defendants and Kiwi from using its proprietary flight schedule and pricing data, trademarks and brand name to sell tickets on its flights without its authorization.
- 148. Due to Skiplagged's wrongful conduct in concert with Kiwi, Southwest was forced to file the Kiwi Litigation to enforce the Southwest Terms & Conditions (for which it incurred significant attorneys' fees and costs) which it seeks to recover as actual damages in this lawsuit.⁶²
- 149. Due to Skiplagged's filing of the "improper anticipatory action" in New York, Southwest was forced to incur attorneys' fees and costs in filing its Motion to Dismiss (that was granted by the Court) in order to continue pursuit of this lawsuit in Texas, which it seeks to recover as actual damages in this lawsuit.⁶³

V. CAUSES OF ACTION

COUNT ONE: Trademark Infringement and Contributory Trademark Infringement Under 15 U.S.C. § 1114 (Against All Defendants)

- 150. Southwest realleges and incorporates the allegations above, as if fully set forth herein.
- 151. The services for which Defendants and Kiwi used and/or use the Southwest Marks are identical and/or substantially similar to services offered by Southwest.
- 152. Defendants' conduct, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays—including Skiplagged and Kiwi's prominent use of Southwest's protected "Heart" mark on Skiplagged.com in conjunction with promoting and re-selling Southwest's

⁶² See Tex. Beef Cattle Co. v. Green, 883 S.W.2d 415, 430 (Tex. App.—Beaumont 1994), rev'd on other grounds, 921 S.W.2d 203 (Tex. 1996) ("We hold that necessary and reasonable attorneys" fees and costs even though expended and incurred in previous litigation can be recovered as proper damages in a later suit based on tortious interference of contract.")

⁶³ Skiplagged, Inc. v. Southwest Airlines Co., Case No. 1:21-cv-05749-JPC (S.D.N.Y.), Dkt. #46 at 5–6.

fares—has caused and is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of Defendants with Southwest, or as to the origin, sponsorship, approval or legitimacy of Defendants' goods and services by Southwest.

- 153. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, constitute infringement of one or more of the Southwest Marks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114 as represented in U.S. Federal Registration Nos. 1,738,670; 3,129,737; 4,806,962; 4,768,717; 4,720,322; 4,723,791; 3,027,789 and 4,892,223.
- 154. Southwest has suffered and will continue to suffer irreparable harm as a result of Defendants' infringement of the Southwest Marks, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays.
- 155. Southwest is entitled to monetary damages, or disgorgement of Defendants profits, for Defendants' infringement, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays.
- 156. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have acted with knowledge of Southwest's ownership of the Southwest Marks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized by these marks. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have willfully infringed one or more of the Southwest Marks, and the intentional nature of Defendants' actions make this case exceptional under 15 U.S.C. § 1117(a).
- 157. Southwest has been, is now, and will be irreparably harmed by Defendants' infringement and, unless enjoined by the Court pursuant to 15 U.S.C. § 1116, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, will continue to infringe the Southwest Marks.

COUNT TWO: False Designation of Origin and Unfair Competition Under 15 U.S.C. § 1125(a) (Against All Defendants)

- 158. Southwest repeats and realleges the allegations above as if fully set forth herein.
- 159. The conduct of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have and is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection or association of Defendants with Southwest, or as to the origin, sponsorship or approval of Defendants' goods and services by Southwest. For example, consumers associate the "Heart" logo with Southwest, known for having "no change fees" (though fare differences may apply) and "no hidden fees;" yet customers purchasing Southwest flights through Defendants (alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays) are charged both.
- 160. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, constitute false designation of origin which is likely to cause and have caused confusion in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).
- 161. The intentional nature of Defendants' actions, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, entitle Southwest to recover profits, damages, costs, and attorney's fees under 15 U.S.C. § 1117(a).
- 162. Southwest has suffered, and will continue to suffer, irreparable harm as a result of such false designation of origin by Defendants, and, unless enjoined by the Court pursuant to 15 U.S.C. § 1116, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, will continue to misrepresent and mislead the public that its services are in some manner connected with, sponsored by, affiliated with, related to, or approved by Southwest.

COUNT THREE: Dilution Under 15 U.S.C. § 1125(c) (Against All Defendants)

163. Southwest repeats and realleges the allegations above as if fully set forth herein.

- 164. Southwest is engaged in substantially exclusive use of the Southwest Marks.
- 165. The Southwest Marks are widely recognized by the consuming public of the United States to indicate Southwest as the source of services provided.
- 166. The Southwest Marks have achieved fame under the relevant provisions of the Lanham Act.
- 167. Defendants' infringing use of the Southwest Marks occurred after the Southwest Marks achieved such fame.
- 168. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have acted with knowledge of Southwest's ownership of the Southwest Marks and with deliberate intention or willful blindness to unfairly benefit from the incalculable goodwill symbolized by these marks.
- Destina Holidays, has and is likely to continue to dilute the value of one or more of the Southwest Marks. For example, customers associate the "Heart" logo with Southwest, known for having "no change fees" (though fare differences may apply) and "no hidden fees;" yet customers purchasing Southwest flights through Defendants' website and Kiwi are charged both.
- 170. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, constitute a dilution, including dilution by tarnishment, in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).
- 171. Defendants' intentional use of one or more of the Southwest Marks, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, has caused the Southwest Marks to lose the distinctive quality associated with Southwest's exclusive use of the Southwest Marks.

172. The acts of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have caused harm to the reputation of the Southwest Marks due to the deceptive, poor quality, and nature of the services and products provided by Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays.

173. The intentional nature of Defendants' actions, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, entitle Southwest to recover profits, damages and costs, and attorney's fees under 15 U.S.C. § 1117(a).

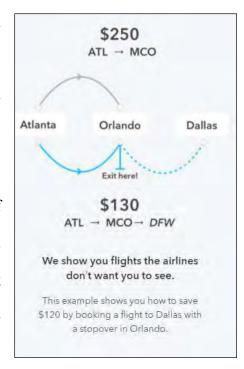
174. Southwest has suffered, and will continue to suffer, dilution of the Southwest Marks as a result of such actions by Defendants, and, unless enjoined by the Court pursuant to 15 U.S.C. § 1116, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, will continue to dilute the Southwest Marks.

COUNT FOUR: Tortious Interference with Contract (Contract of Carriage Between Southwest and its Customers – Against Defendant Skiplagged)

- 175. Southwest realleges and incorporates the allegations above, as if fully set forth herein.
- 176. Skiplagged runs a search engine specifically designed to identify opportunities where travelers can pay less for airfare to a given destination by breaching their contract of carriage with the airline.

177. Skiplagged.com As its name implies, identifies and promotes "hidden city" travel. Its search engine allows users to search for "hidden city" travel opportunities by identifying travel itineraries where the layover is the user's intended destination.⁶⁴

178. This booking practice is a violation of Southwest's Contract of Carriage which details "Prohibited Booking Practices" within Section 2(a)(2) as prohibiting "[p]urchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities)."65



179. By promoting prohibited forms of travel, Skiplagged knowingly encourages and induces customers to breach the Southwest Terms & Conditions and/or Contract of Carriage.

For example, in an open call on the website, Reddit, for donations to pay for its 180. legal team in 2015, Skiplagged's founder acknowledged that by using Skiplagged's service, "you

⁶⁴ *Id*.

⁶⁵ Southwest provides notice of the Contract of Carriage throughout the purchase path, among other places on the Southwest Website, and also incorporates the Contract of Carriage as part of the Terms & Conditions that provide: "[i]n some instances both these Terms [& Conditions] and separate terms and conditions will apply, including . . . [being] subject to the terms & conditions contained in Southwest's Contract of Carriage." Kiwi's website also contains terms and conditions explaining to Kiwi's users in the "Service Agreement" (Article 2.1.2) that Kiwi's services consist of "[b]rokerage of the Contract of Carriage between You [the Kiwi user] and the Selected Carrier." Article 16 of Kiwi.com's Terms and Conditions are labeled "Brokerage of the Contract of Carriage" and explains: "We [Kiwi] are responsible primarily for brokering the Contract of Carriage between You [Kiwi user] and a Selected Carrier."

may be breaking an agreement with the airlines known as a contract of carriage, where it might say you can't miss flights on purpose."66

- 181. Skiplagged also warns its users: "Do not overuse hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame. . . . You might upset the airline, so don't do this often." 67
- **Do not overuse** hidden-city itineraries. Do not fly hidden-city on the same route with the same airline dozens of times within a short time frame.
- 182. Skiplagged warns travelers against entering their frequent flyer information because "[i]f you do, the airline might invalidate any miles you've accrued with them." 68
 - Don't associate a frequent flyer account If you do, the airline might invalidate any
 miles you've accrued with them.
- 183. When reselling Southwest flights, Skiplagged, alone and in partnership with Kiwi and/or Destina Holidays, acknowledges that purchases are subject to the Southwest Terms & Conditions, stating: "All services provided by Southwest Airlines are subject to their Terms & Conditions. More information is available on their website."
- 184. When purchasing a flight through Skiplagged, Kiwi's Terms and Conditions state that "a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such

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⁶⁶ United Airlines sued me last year for creating Skiplagged, available at https://www.reddit.com/r/IAmA/comments/3ux82r/united_airlines_sued_me_last_year_for_creating/ (posted November 30, 2015) (last accessed July 14, 2021) (emphasis added).

⁶⁷ Skiplagged website, https://support.skiplagged.com/hc/en-us/articles/115003286687-What-is-a-hidden-city-flight- (last accessed July 14, 2021) (emphasis added).

⁶⁸ Skiplagged website, https://support.skiplagged.com/hc/en-us/articles/115003286687-What-is-a-hidden-city-flight- (last accessed July 14, 2021) (emphasis added).

terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking."

Article 9. Conditions of Carriage

- You acknowledge that a Selected Carrier's terms and conditions and conditions of carriage will apply to Your contractual relationship with the Selected Carrier and that You must make Yourself aware of such terms and conditions as well as conditions of carriage before the Service Agreement is concluded and You complete the Booking. By concluding the Service Agreement You hereby acknowledge that the Flight(s) included in Your Booking may not be part of the "frequent flyer programs" of the Selected Carrier(s). This article 9.1 also applies to the terms and conditions of the airlines, railway and other transportation companies which are offered to You based on (i) application of the Kiwi.com Guarantee or (ii) voluntary change of the Booking based on Your request.
- 185. Skiplagged knew that, in connection with the publication and purchase of Southwest flights, Kiwi and/or Destina Holidays interact with Southwest computer systems located in Texas and in this District, and that it is selling the services of Southwest, a Texas company with its base of operations in this District.
- 186. Skiplagged's activities impede Southwest's ability to do business and cause substantial injury. Hidden city travel is prohibited by most commercial airlines because of the significant logistical, operational, and public safety concerns it causes. Hidden city travel negatively impacts Southwest's operation, and has a significant negative impact on the other passengers' experience on the flight and, thus, with Southwest.
- 187. Skiplagged's promotion of hidden city ticketing also causes irreparable harm to Southwest's ability to obtain new customers. For example, when a passenger does not travel on the final leg of the trip, that passenger removes a seat that could have been sold to a prospective Southwest customer. That prospective Southwest customer may choose to travel on a different airline and, therefore, Southwest would also likely lose the sales revenue for ancillary services, such as EarlyBird Check-in, car rental deals, or hotel packages.

COUNT FIVE: Tortious Interference with Contract (Contract Between Southwest and Destina Holidays – Against Defendant Skiplagged)

- 188. Southwest realleges and incorporates the allegations above as if fully set forth herein.
- 189. Skiplagged is aware that the Southwest Terms & Conditions do not allow Destina Holidays or other parties to use its Company Information or sell flights on its airline without its permission. Skiplagged is aware that the Southwest Terms & Conditions prohibit:
 - a. Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;"
 - b. Use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"
 - c. Engaging in any activity in connection with the Southwest Website or Company
 Information that is "fraudulent, unlawful, false or misleading;"
 - d. Attempts to "harvest any information from the [Southwest Website];"
 - e. Attempts to "infringe any intellectual property or other right of any third party;"
 - f. Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and
 - g. ["U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire

information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]"⁶⁹

- 190. Southwest informed Skiplagged that Destina Holidays was violating the Southwest Terms & Conditions by obtaining Southwest Company Information without authorization, publishing or distributing it, and by selling tickets on Southwest's airline.
- 191. Each time Skiplagged convinces a user on its website to purchase a ticket on Southwest's airline, and directs that customer to Destina Holidays to finalize their purchase, Skiplagged is knowingly inducing Destina Holidays to breach its agreement with Southwest.

COUNT SIX: Tortious Interference with Contract (Contract Between Southwest and Kiwi – Against Defendant Skiplagged)

- 192. Southwest realleges and incorporates the allegations above as if fully set forth herein.
- 193. Skiplagged is aware that the Southwest Terms & Conditions do not allow Kiwi or other parties to scrape its data or sell flights on its airline without its permission. Skiplagged is aware that the Southwest Terms & Conditions prohibit:
 - a. Use of the Southwest Website to "copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use the Service or Company Information to create a derivative work;"
 - b. Use of the Southwest Website "for any commercial purpose, with the exception of authorized Southwest travel agents/agencies;"
 - c. Engaging in any activity in connection with the Southwest Website or Company
 Information that is "fraudulent, unlawful, false or misleading;"

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⁶⁹ See Ex. B, letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

- d. Attempts to "harvest any information from the [Southwest Website];"
- e. Attempts to "infringe any intellectual property or other right of any third party;"
- f. Use of the Southwest Website "to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;" and
- g. ["U]se [of] any deep-link, page-scrape, robot, crawl, index, spider, macro programs, Internet agent, or other automatic device, program, algorithm or methodology which does the same things to use, access, copy, acquire information, . . . search, generate searches, or monitor any portion of the [Southwest Website] or Company Information[.]"⁷⁰
- 194. Southwest informed Skiplagged that Kiwi was violating the Southwest Terms & Conditions by scraping data from the Southwest Website, publishing or distributing it, and by selling tickets on Southwest's airline.
- 195. Each time Skiplagged convinces a user on its website to purchase a ticket on Southwest's airline, and directs that customer to Kiwi to finalize their purchase, Skiplagged is knowingly inducing Kiwi to breach its agreement with Southwest.
- 196. Under Texas law, Southwest is entitled to recover as damages the attorney's fees and expenses expended in previous litigation (i.e. the Kiwi Litigation and the New York Action) in a later suit based on tortious interference. *See, e.g. Tex. Beef Cattle Co. v Green*, 883 S.W.3d 415 (Tex. App. Beaumont 1994), *rev'd on other grounds*, 921 S.W.2d 203 (Tex. 1996). Southwest has incurred a significant amount of attorney's fees and expenses in order to (a) pursue the Kiwi Litigation and ultimately obtain a Preliminary Injunction against Kiwi on the breach of

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⁷⁰ See Ex. B, letter from James Sheppard (Southwest) to Skiplagged, Inc. c/o Aktarer Zaman (June 8, 2021) at Ex. A thereto, Southwest Terms & Conditions, p. 2.

contract claim; and (b) prepare and file a successful motion to dismiss in the New York Action -due to Skiplagged filing an improper anticipatory action – in order to pursue the tortious
interference claim in this district.

COUNT SEVEN: Breach of Contract (Against Defendant Destina Holidays)

- 197. Southwest repeats and realleges the allegations above as if fully set forth herein.
- 198. Use of the Southwest Website is governed by and subject to Southwest's Terms & Conditions.
- 199. At all relevant times, the main homepage for the Southwest Website and other web pages have provided a link to the Terms & Conditions and alert users that "Use of the Southwest websites and our Company Information constitutes acceptance of our Terms & Conditions." The Terms & Conditions constitutes a valid and enforceable agreement between Southwest and Destina Holidays.
- 200. Through direct correspondence as early as 2021 and continuing through June 2022, Southwest further provided Destina Holidays with further actual notice of the Terms & Conditions, including that Destina Holidays' use of Southwest fare and pricing information without Southwest's authorization violated the Terms & Conditions.
- 201. On information and belief, Destina Holidays has regularly accessed the Southwest Website with knowledge of the Terms & Conditions and its prohibitions. Despite Destina Holidays' knowledge of the Terms & Conditions, on information and belief, Destina Holidays continues to obtain and use Southwest Company Information without authorization and then copy, aggregate, display, distribute and/or make derivative use of the Southwest Company Information.
- 202. Destina Holidays' actions breach the provisions of the Terms & Conditions by at least the following: (1) using Southwest's company information obtained from the Southwest

Website to copy, display, distribute, publish, re-post, reproduce, re-use, sell, transmit or use Southwest's company information to create a derivative work, namely the fare and pricing information on DestinaHolidays.com; (2) using Southwest's company information on fare and pricing for its own commercial gain; (3) engaging in an activity in connection with Southwest's company information (among other things, charging change fees) that is fraudulent, unlawful, false or misleading; (4) harvesting information from the southwest.com website; and (5) using one or more automatic device(s), program(s), algorithm(s) or methodology(ies) to access, extract, and use information from the Southwest Website for, or in connection with, offering services through DestinaHolidays.com.

203. Destina Holidays' continued breaches of the Terms & Conditions have damaged, and will continue to damage, Southwest.

COUNT EIGHT: Unfair Competition Under Texas Common Law (Against All Defendants)

- 204. Southwest realleges and incorporates the allegations above as if fully set forth herein.
- 205. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have been and continue to unfairly compete with Southwest in violation of Texas Unfair Competition common law. For example, as alleged *supra*, Defendants falsely and misleading inflate the cost of tickets on Southwest Airlines, make false and misleading statements regarding the policies of Southwest Airlines, use Southwest's proprietary information without authorization, make a profit from marketing Southwest flights through Defendants' websites without Southwest's authorization, and utilize Southwest Marks without authorization.

206. Defendants' unfair competition, including false and misleading conduct, use of Southwest's information, and use of Southwest Marks have caused and will continue to cause harm to Southwest.

COUNT NINE: Unjust Enrichment Under Texas Common Law (Against All Defendants)

- 207. Southwest realleges and incorporates the allegations above as if fully set forth herein.
- 208. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have been unjustly enriched by taking undue advantage of Southwest's fare information. Defendants have benefitted from the use of Southwest's proprietary information and makes a profit from marketing Southwest flights through their websites without Southwest's authorization. Without authorization, Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have taken undue advantage of Southwest's fare information in violation of the Lanham Act and encouraged Southwest customers to breach their contracts of carriage for Defendants' own benefit (disrupting service and increasing Southwest's costs).
- 209. Southwest has been and continues to be injured by the conduct and unlawful acts of Defendants (both alone and, as to Skiplagged, through its partnership with Kiwi and Destina Holidays) and is entitled to restitution and equitable damages under quasi-contract theories of recovery.

VI. ATTORNEY'S FEES

210. Southwest realleges and incorporates the allegations above as if fully set forth herein.

211. Southwest was required to retain the undersigned's services in the prosecution of this claim. Pursuant to at least Texas Civil Practice & Remedies Code §§ 38.001 and 143.002, Southwest seeks reasonable and necessary attorney's fees.

VII. APPLICATION FOR INJUNCTIVE RELIEF

- 212. As set forth above, the actions of Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, in violation of the Lanham Act and Texas law, have caused, and are continuing to cause, substantial and irreparable damage to Southwest for which there is no adequate remedy at law. Defendants, alone and, as to Skiplagged, in partnership with Kiwi and Destina Holidays, have improperly used, and will continue to improperly use, the Southwest Marks unless this Court prevents them from doing so. Southwest will continue to lose control over its own reputation and goodwill, and the public and consumers likely will continue to be confused, misled, and deceived by the fact that Defendants, alone and, as to Skiplagged, through its partnership with Kiwi and Destina Holidays, offer competing or related services under the Southwest Marks. Southwest has a substantial likelihood of success on the merits and is, therefore, entitled to an injunction preventing Defendants' continued infringement, including an injunction against Defendants' continued use of the Southwest Marks.
- 213. Southwest requests that Defendants, and all companies owned or controlled by them either directly or indirectly, their employees, representatives, agents, members, and others acting in concert with them, be preliminarily and permanently enjoined from: (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on any website, including Skiplagged.com and Destinaholidays.com, through Defendants' mobile applications, or elsewhere; (3) using the Southwest Marks, including the famous "Heart" logo, in violation of U.S. trademark law;

(4) accessing or using the Southwest Website and data in violation of the Southwest Terms & Conditions, or partnering with others to do so.

VIII. PRAYER FOR RELIEF

Southwest respectfully requests an order and/or judgment:

- A. That Defendants, their officers, members, managers, affiliates, agents, employees, servants, representatives, any entities owned or controlled by them, and all persons acting under or in concert with them, be preliminarily enjoined throughout the pendency of this lawsuit, and permanently enjoined thereafter, from: (1) extracting Southwest's flight and fare information from the Southwest Website and its proprietary servers or websites; (2) publishing Southwest fare information on Skiplagged.com or Destinaholidays.com, through Defendants' mobile applications, or elsewhere; (3) use of the Southwest Marks, including its famous "Heart" logo, in violation of U.S. trademark law; and (4) accessing and using the Southwest Website and data in violation of the Southwest Terms & Conditions;
- B. That the Defendants be enjoined from using the Southwest Marks, or any other mark, word or name confusingly similar to or including those marks, in the ordinary course of business;
- C. That the Defendants be required to account for and pay to Southwest all profits and benefits they derived as a result of the activities complained of herein;
- D. That the Defendants be required to pay to Southwest actual, consequential, and compensatory damages sustained as a result of the activities complained of herein;
- E. That the Defendants be required to pay increased damages due to their willful infringement;
- F. That the Defendants be required to pay pre-judgment and post-judgment interest at the highest rates allowed by law;

- G. That the Defendants be required to pay costs and attorney's fees; and
- H. For such other and further relief as this Court deems just and proper.

Dated: August 4, 2022 Respectfully submitted,

By: /s/ Michael C. Wilson

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ATTORNEYS FOR PLAINTIFF SOUTHWEST AIRLINES CO.

Exhibit A-20

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

UNITED AIRLINES, INC., a Delaware)
corporation,)
ORBITZ WORLDWIDE, LLC, a limited)
liability company,)
ORBITZ, LLC, a limited liability company,)
Plaintiffs,) Case No.
V.)
) Jury Trial Demanded
AKTARER ZAMAN, individually and)
d/b/a SKIPLAGGED.COM.)
)
Defendant.)

COMPLAINT

Plaintiffs United Airlines, Inc. ("United"), Orbitz Worldwide, LLC ("Orbitz Worldwide"), and Orbitz, LLC ("Orbitz, LLC")¹ (collectively, "Plaintiffs"), by and through their undersigned counsel, for their Complaint against Defendant Aktarer Zaman ("Zaman"), individually and d/b/a Skiplagged.com ("Skiplagged"), state as follows:

NATURE OF THE ACTION

- 1. This is a federal-question and diversity action involving statutory claims under the Lanham Act, 15 U.S.C. § 1125, and common law claims under Illinois law. Plaintiffs assert claims against Zaman for federal unfair competition, tortious interference with contract, breach of contract, and common law misappropriation.
- 2. Defendant Zaman, operator of Skiplagged, has used his website to intentionally and maliciously interfere with Plaintiffs' contracts and business relations in the airline industry, and in doing so, has falsely associated Skiplagged with Orbitz and United. By promoting

¹ Orbitz Worldwide and Orbitz, LLC will be collectively referred to as "**Orbitz**," unless otherwise indicated.

prohibited forms of travel on Skiplagged, Zaman has induced breach of Orbitz Worldwide's travel agency contracts with commercial airlines and of United's customer contractual relationships.

- 3. Skiplagged promotes and makes available to consumers an airline booking ploy called "hidden city" ticketing. "Hidden city" ticketing refers to a travel arrangement where the passenger's intended final destination is not the final arrival city on his or her itinerary, but rather an intermediate or connecting city.
- 4. With intent to interfere with and cause breach of Plaintiffs' contracts and to otherwise interfere with United's ticketing processes, Skiplagged prompts consumers to book tickets from their departure city to a city to which those consumers do not intend to travel. Upon arrival at an intermediate or connecting city on the itinerary, the passengers leave the airport and "skip" the last leg(s) of their itineraries. In its simplest form, a passenger purchases a ticket from City A to City B to City C, but does not travel beyond City B.
- 5. As explained further below, "hidden city" ticketing is strictly prohibited by most commercial airlines because of logistical and public safety concerns. When consumers purchase a flight through United, they agree to be bound by United's prohibition against "hidden city" ticketing. Also, as further protection against this prohibited form of travel, airlines often require online travel agencies, such as Orbitz, to prohibit "hidden city" ticketing and other abusive ticketing practices.
- 6. With full knowledge of these prohibitions, Zaman has provided and continues to provide a search tool that enables consumers to locate "hidden city" flights on Skiplagged and then purchase tickets for those flights through Orbitz's website (www.orbitz.com) and United's website (www.united.com). Neither Orbitz nor United has granted Zaman permission to engage

in this prohibited form of booking or to otherwise offer their services. To the contrary, Zaman expressly agreed not to engage in this conduct when he entered into an affiliate agreement with Orbitz, LLC in early 2013. Orbitz, LLC has since terminated that agreement. More recently, Zaman agreed to stop engaging in this prohibited form of booking, only to continue the conduct unabated. At the same time, Zaman has taken steps to try to hide from Orbitz and United his continued bad conduct and breach of his promises to stop.

7. Moreover, the process that Zaman uses to promote "hidden city" ticketing and prompt purchases of "hidden city" tickets constitutes a deliberate attack on Plaintiffs' trademark rights. Despite his promise to Orbitz that he would cease and desist his redirection of users to the Orbitz website, Zaman continues to assist Skiplagged users in booking "hidden city" flights through Orbitz and to otherwise continue to link Skiplagged consumers to the Orbitz website. Additionally, despite his assurances to United that he would remove all United content from Skiplagged, Zaman continues to include United content and flights on Skiplagged and continues to link Skiplagged consumers to the United website. These deliberately false associations that Zaman has created between Skiplagged and Plaintiffs threaten to confuse consumers, deceive the public, and damage Plaintiffs' businesses.

THE PARTIES

- 8. Plaintiff United is a Delaware corporation, with its principal place of business at 233 S. Wacker Dr., in Chicago, Illinois.
- 9. Plaintiff Orbitz Worldwide is a Delaware limited liability company, with its principal place of business at 500 W Madison St. in Chicago, Illinois. Orbitz Worldwide's sole member is Orbitz Worldwide, Inc., a publicly held Delaware corporation, with its principal place of business in Chicago, Illinois.

- 10. Plaintiff Orbitz, LLC is a Delaware limited liability company, with its principal place of business at 500 W Madison St. in Chicago, Illinois. The two members of Orbitz, LLC are Orbitz, Inc. and O Holdings, Inc. Orbitz, Inc. is a Delaware corporation with its principal place of business in Chicago, Illinois. O Holdings, Inc. is a Delaware corporation with its principal place of business in Chicago, Illinois.
- 11. Defendant Zaman, an individual, is the founder and CEO of Skiplagged. Upon information and belief, Zaman is a resident of Ozone Park, New York, and Skiplagged's principal place of business is at 8312 101st Ave., Fl. 3, in Ozone Park, New York 11416. Despite publishing its own "Terms of Use" on its website and referring to itself as a "business" in same, on neither the Skiplagged website, nor Zaman's personal correspondence with Plaintiffs, does Zaman indicate any corporate status for Skiplagged. Furthermore, Plaintiffs are unable to identify any registered corporate status for Skiplagged.

JURISDICTION AND VENUE

- 12. The Court has subject matter jurisdiction in this action pursuant to 28 U.S.C. §§ 1331, 1332, and 1367. The Court has original jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiffs assert claims that arise under the laws of the United States, namely, the Lanham Act, 15 U.S.C. § 1125. The Court has supplemental jurisdiction over Plaintiffs' state-law claims pursuant to 28 U.S.C. § 1367 because those claims are so related to Plaintiffs' federal-question claims that they form part of the same case or controversy.
- 13. The Court also has subject matter jurisdiction in this action pursuant to 28 U.S.C. § 1332(a)(1) because the Plaintiffs and Zaman are citizens of different States and more than \$75,000 is in controversy. Zaman's acts interfere with and jeopardize Orbitz Worldwide's travel agency agreements with major airlines, from which Orbitz Worldwide earns well in excess of

\$75,000 in revenue annually. By definition, "hidden city" ticketing interferes with United's ability to sell unused seats on the final leg(s) of connecting flights, resulting in the loss of revenue that United would have earned by selling the unused seats. In certain instances, "hidden city" ticketing could result in flights with empty seats being listed as full flights, potentially causing the diversion of hundreds, if not thousands, of prospective United customers to other airlines, in some cases permanently. Finally, Plaintiffs have invested millions of dollars to raise their brand awareness and develop goodwill with their customers and industry partners – goodwill that is unalterably harmed through any false association Zaman implies between him and Orbitz and United. Thus, any modicum of success by Zaman will have an impact on Plaintiffs far in excess of \$75,000.

14. The Court has specific personal jurisdiction over Zaman because he has sufficient contacts with the State of Illinois, and has committed tortious acts directed to Illinois. Among other things, Zaman has intentionally interfered with Illinois contracts performed (or which are still in the process of being performed) in Illinois, and has intentionally interfered with the contractual duties of Illinois residents. In particular, Zaman has interfered with Orbitz Worldwide's agency agreements with commercial airlines and has induced Orbitz's and United's customers to breach the airlines' contracts of carriage. Additionally, Zaman's acts are likely to cause confusion among Illinois consumers who purchase airline tickets on Orbitz's website. Those purchases are processed on Orbitz's servers located in Illinois. The damage that Orbitz and United will suffer from these tortious acts will be predominantly felt in Illinois. Furthermore, Zaman made promises to Orbitz and United, directed to Illinois, that he would stop his improper conduct, only to break those promises almost immediately, while making efforts to conceal his deception to Orbitz and United employees in Illinois.

- 15. The Court also has specific personal jurisdiction over Zaman because he has expressly consented to the exclusive jurisdiction of the federal courts in Illinois. On December 29, 2013, Zaman entered into an agreement with Orbitz, LLC to become a member of Orbitz, LLC's affiliate program (the "Affiliate Agreement"). Under the "Miscellaneous" provisions of the Affiliate Agreement, Zaman consented to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for any dispute involving the Affiliate Agreement. (See Affiliate Agreement, a copy of which is attached hereto as Ex. A ("Miscellaneous").) Zaman also agreed that the Affiliate Agreement would be governed by Illinois law. (Id.) Orbitz, LLC terminated Zaman's affiliate status on September 3, 2014. The Affiliate Agreement had obligations and covenants that survived termination. Orbitz, LLC's breach of contract claim arises out of the Affiliate Agreement.
- 16. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events giving rise to Plaintiffs' claims occurred in Chicago, Illinois, which is within this judicial district. Moreover, as explained above, Zaman agreed to venue in this Court. (*See id.*)

FACTS COMMON TO ALL COUNTS

I. Orbitz's Business and Its Affiliate Program

- 17. Orbitz is a leading global online travel company offering a broad range of travel products and services, including airline tickets, hotels, car rentals, cruises, and vacation packages.
- 18. Orbitz's success in the marketplace is dependent, in part, on long-standing working relationships with commercial airline companies. To this end, Orbitz must ensure that its bookings comply with its partnering airlines' rules and restrictions.

- 19. By way of example, American Airlines Inc.'s rules and regulations prohibit "hidden city" ticketing, among other abusive ticketing practices. In Section 3(c) of American Airlines' governing addendum with its travel agents which applies to flights booked on American Airlines, US Airways, Envoy Air, and PSA Airlines, among other airlines American Airlines requires its travel agents to acknowledge that "hidden city" ticketing and other prohibited forms of travel violate American Airlines' rules. (*See* American Airlines, Inc. Addendum to the Governing Travel Agency Agreement (the "American Agency Addendum"), a copy of which is attached hereto as Ex. B.) Likewise, according to Section 3(c) of the American Agency Addendum, travel agents must ensure that bookings done through the agent are not for "hidden city" tickets or other prohibited forms of travel. (*Id.*)
- 20. A number of other airlines have similar arrangements with their travel agents. For instance, in Section 3(c) of their governing addenda with travel agents, British Airways and Iberia Airlines require agents to ensure that bookings made through the agents are only for customers' genuine travel requirements. (*See* British Airways PLC Travel Agency Addendum, a copy of which is attached hereto as Ex. C; Iberia Lineas Aereas De España, S.A. Operadora, Sociedad Unipersonal Travel Agency Addendum, a copy of which is attached hereto as Ex. D.) Additionally, travel agents may not encourage customers to circumvent or violate these airlines' general conditions of carriage. (*See* Ex. C; Ex. D.) Delta Airlines' rules and restrictions impose similar obligations on travel agents.
- 21. Within this contractual framework set by the airlines, Orbitz strives to increase traffic on Orbitz.com and enhance awareness of the Orbitz brand. One way in which Orbitz does this is through the Orbitz affiliate program. This program permits authorized "affiliates" to establish HTML links between third-party websites and Orbitz.com, and then earn commissions

on travel products ultimately purchased through Orbitz. Orbitz also authorizes a small number of companies to "deep link" into the Orbitz.com website. Deep-linking refers to hyper-linking to an interior web page on the Orbitz.com website, such as that generated by a specific flight search.

- 22. As explained above, Zaman signed an Orbitz Affiliate Agreement on December 29, 2013 (which Orbitz, LLC terminated on September 3, 2014). (See Ex. A.) In the Affiliate Agreement, Zaman agreed that he would not, "[d]uring the term of or after the expiration or termination of this Agreement, use any mark, name or domain name of any type which is confusingly similar to 'Orbitz' or other 'Orbitz' trademarks." (See id. ("Do Not Use Our Trademark.")) In addition, Zaman expressly agreed to abide by all of the terms and conditions on Orbitz's websites, including the Orbitz.com Terms and Conditions (the "Terms and Conditions") relating to prohibited forms of travel and use of Orbitz's trademarks. (Id. ("Link to the Orbitz Site."))
- 23. In pertinent part, Section 3 of the Orbitz.com Terms and Conditions prohibits authorized affiliates absent prior written consent from Orbitz, LLC from implying that Orbitz is endorsing the affiliates' products and services; from using Orbitz's website for illegitimate reservations and bookings; from using software to interfere, or attempt to interfere, with the normal operation of Orbitz's website; and from disguising the origin of information transmitted through Orbitz's website. (*See* Terms and Conditions, a copy of which is attached hereto as Ex. E.) Zaman's acts of promoting "hidden city" ticketing and redirecting users to Orbitz.com violate these provisions. Orbitz, LLC terminated Zaman's affiliate status on September 3, 2014, shortly after learning of Skiplagged's promotion of "hidden city" ticketing.

II. United's Business and Prohibition of "Hidden City" Ticketing

- 24. United is one of the world's largest commercial airlines, operating (along with United Express) an average of 5,100 flights a day to more than 370 airports across six continents.
- 25. As part of its global operations, United must comply with numerous air traffic and public safety regulations, such as those established by the Federal Aviation Administration and the Transportation Security Administration. Moreover, to stay competitive in the marketplace, United must also operate its fleet with its passengers' schedules and demands in mind. To help fulfill these twin goals, United includes specific provisions in its passengers' contracts that are designed to ensure predictable flight schedules and passenger headcounts.
- 26. Specifically, in its standard contract of carriage, United prohibits its customers from engaging in "Hidden city" ticketing (also known as "Point Beyond Ticketing"). (*See* United Airlines, Inc. Contract of Carriage, a copy of which is attached hereto as Ex. F ("Section 6(J)").)
- Passengers who violate this provision adversely affect United's ability to estimate headcounts, which can not only cause disruptions at the airport gate, but can also require mechanical tweaks, such as variations in the amount of jet fuel needed for each flight. Moreover, because United sometimes holds flights at gates when passengers have not yet arrived, "hidden city" ticketing could cause flight delays on connecting flights where one or more "hidden city" passengers fail to appear. Delays on one leg of a flight can impact subsequent legs of a flight, or subsequent flights flown by the same airplane, with the potential for considerable disruption of United's flight schedule and harm to United's other customers. As the use of "hidden city" ticketing increases, the issues could become exponentially larger.

- 28. "Hidden city" ticketing also causes irreparable harm to United's relationships with prospective customers. Any time a passenger foregoes a leg of travel, the passenger essentially takes away a seat that could have been sold to a prospective United customer. The prospective United customer may switch to another airline as a result, especially if his or her desired flight is full. In such case, United likely would also lose ancillary sales for other services, such as car rentals and lodging, and a number of disappointed customers may switch from United for all future travel if United's flights are consistently "full." United has no adequate remedy at law.
- 29. United also expends significant time, labor, and financial resources on developing its fare calculations and flight schedules. Likewise, United expends significant resources every year on protecting its fare and scheduling data from its competitors so that it cannot be easily duplicated without United's prior consent. The unauthorized use of this content by United's competitors not only disadvantages United in the marketplace, but also discourages future investments in new fare and scheduling models.

III. Skiplagged's Promotion of "Hidden City" Ticketing

30. With knowledge of Plaintiffs' prohibitions of "hidden city" ticketing, Zaman has intentionally and maliciously used Skiplagged to damage Plaintiffs' businesses. Starting in December 2013, and perhaps earlier, Zaman began offering consumers a customized search tool that locates "hidden city" flights and makes them available for booking by providing links to external booking websites. At times, Zaman has provided links to Orbitz only, while on other occasions, Zaman has also provided links to airline websites, such as United's, and other third-party booking websites. Based on Plaintiffs' investigation to date, Zaman's search-and-redirection scheme relies on a combination of new and old technologies.

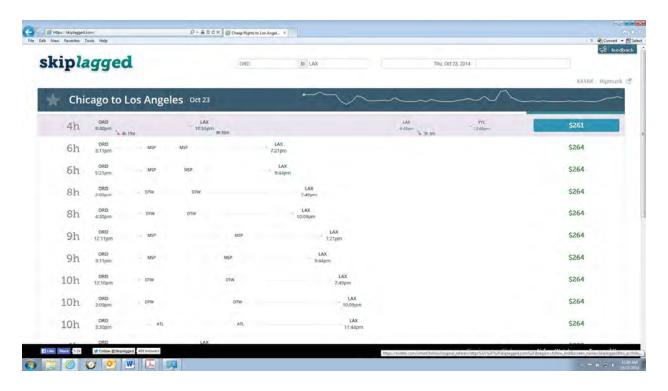
- 31. As the foundation for his scheme, Zaman has developed a graph database that pulls real-time flight and fare data from an external source and then processes it through a customized computer program that locates "hidden city" flights. Zaman's customized program exploits certain data, such as flight numbers, to determine which flights present "hidden city" ticketing opportunities.
- 32. When a Skiplagged user searches for a specific flight itinerary, Zaman's graph database will display an extensive list of flight results, including any "hidden city" flights. Skiplagged identifies the airline(s) that will be used for each flight, both by logo and by name, and lists the flight time. The user then has the ability to choose a preferred flight and click "Book Now."
- 33. In recent months, Skiplagged has employed a variety of redirection strategies. Under one of Skiplagged's configurations, the user is always redirected to a search result on the Orbitz website. Under another one of Skiplagged's configurations, the user is redirected to either Orbitz's website, to an airline's website, such as United's, or to another third-party booking website. With respect to Skiplagged's redirection to Orbitz, Zaman's redirection scheme involves several unique features.
- 34. First, Zaman has developed an algorithm that can discern the precise tolerance of search parameters on Orbitz's website, such as desired departure time. This algorithm enables Zaman to generate a specific search on Orbitz that will produce only one flight result. With "hidden city" flights, that algorithm also utilizes a destination city to which a Skiplagged user does not intend to travel.
- 35. Second, Zaman's program identifies the unique Orbitz URL needed to generate the Skiplagged user's desired search result. In furtherance of his scheme to generate precise

search results, Zaman likely wrongfully obtained information about Orbitz's application programming interface ("API") at some point before September 2014. Orbitz's API information is necessary to "call in" to Orbitz's website with the unique Orbitz URL.

- 36. Third, with the help of a redirector service, Skiplagged redirects users to the unique Orbitz URL when they select "Book Now." This redirection process is accomplished through the use of an antiquated html technique called "meta refresh." In its most basic form, a "meta refresh" will automatically refresh the user's current web page after a specified time interval. With a few tweaks of the html code, "meta refresh" can also be used to automatically transfer users to a new page on a different website. This is done by instructing the browser to fetch a different URL and setting a low refresh time interval. Here, Skiplagged instructs the user's browser to refresh automatically to the unique Orbitz URL that Skiplagged's program has identified.
- 37. When Zaman causes the redirect to Orbitz, he also causes the user's computer to initiate a pre-populated search utilizing his algorithm to cause searching on Orbitz's site that would not be replicable by the typical user or otherwise through authorized use of the site. Once on the Orbitz website, because of the Zaman search (conducted without the user's knowledge) the user is presented with the exact flight itinerary that was selected on Skiplagged. This is akin to "deep linking," which transfers a user to a specific, indexed piece of web content on another website, rather than the website homepage. Just as with "deep linking," Zaman uses the "meta refresh" and related algorithm to seamlessly transfer a user from Skiplagged to Orbitz's site, which creates the impression that Skiplagged and Orbitz are partners or one-in-the-same.
- 38. To counteract Zaman's conduct, Orbitz is continuing to investigate ways in which it may detect customers originating on Skiplagged and prevent the "hidden city" bookings from

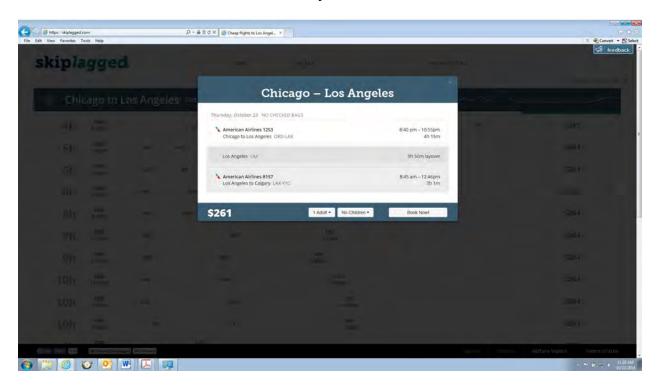
being made on the Orbitz site. Nevertheless, Zaman's repeated variation in redirection strategies and his use of technical approaches like the "meta refresh" technique have frustrated Orbitz's efforts. Injunctive relief will be necessary to ensure that Zaman does not further alter his software in an effort to circumvent Orbitz's corrective actions.

- 39. Skiplagged offers both desktop and mobile app versions of its search tool, both of which have redirected to the Orbitz.com and United.com websites.
- 40. To offer a more concrete example, suppose a Skiplagged user wishes to purchase a flight from Chicago to Los Angeles as part of a "hidden city" itinerary. The user can begin by inserting the desired cities or airports into Skiplagged's search boxes, such as ORD (O'Hare International, Chicago) to LAX (Los Angeles International). Skiplagged automatically populates a list of results.



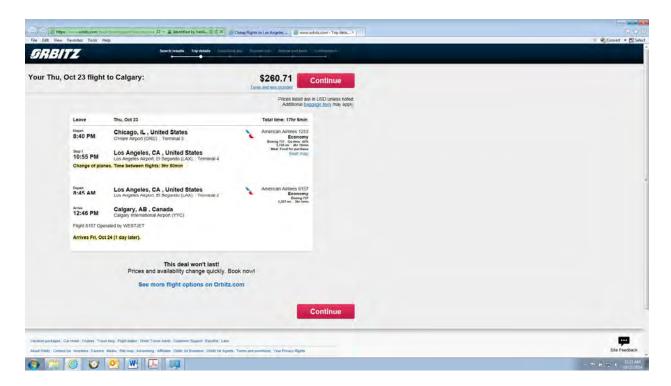
(See larger copy, which is attached hereto as Ex. G.)

- 41. In this example, the first option is a "hidden city" flight on American Airlines that departs from Chicago, connects through Los Angeles, and then continues on to Calgary, Alberta (YYC, Calgary International). The user is shown the American Airlines logo for each leg of the flight.
- 42. After choosing a departing and returning flight, the user is shown a Chicago-to-Los Angeles itinerary, which includes an additional leg of Los Angeles to Calgary. Skiplagged invites the user to "Book Now!" on the itinerary screen.



(For a larger copy, see id.)

43. In this example, after clicking the "Book Now!" selection, the user is redirected to Orbitz's website and presented with the exact same itinerary as was shown on Skiplagged.



(For a larger copy, see id.)

- 44. To the average internet user of Skiplagged, the transition from the Skiplagged site to Orbitz's website is seamless and strongly suggests an affiliation or identity between Skiplagged and Orbitz that does not exist. Indeed, online travel agencies such as Orbitz enter into agreements with airlines to use and publish the airlines' data, all with the prior consent and cooperation of the airlines and according to financial terms that compensate all parties involved. By creating a website that operates in much the same manner as an online travel agency, and by linking that site to Orbitz's site, Zaman is attempting to confuse and mislead the public into believing that his website, and the "hidden city" ticketing it employs, is done with the approval (if not the outright authorization and sponsorship) of Orbitz and the airlines.
- 45. Under the Skiplagged configuration that redirects some users directly to airlines' websites, Zaman has caused a similarly false association between Skiplagged and United. For example, suppose a Skiplagged user wants to book a one-way flight from Cleveland

(CLE/Cleveland Hopkins International Airport) to Houston (IAH/George Bush Intercontinental Airport). As shown in the attached screenshots, Skiplagged has offered an itinerary that departs from Cleveland, connects through Houston, and then continues on to Phoenix (PHX/Phoenix Sky Harbor International Airport). (See id.) When the user selects "Book Now," the user is redirected directly to United's website, with an itinerary from Cleveland to Phoenix. (Id.) The transition from the Skiplagged site to United's website strongly suggests an affiliation or identity between Skiplagged and United that does not exist.

- 46. Zaman's false associations between Skiplagged and Orbitz, and between Skiplagged and United, have already caused confusion within the marketplace. For instance, at least one news outlet has reported on Skiplagged's redirection of users to Orbitz with prepopulated reservations, without any clarification that Orbitz has no business relationship with Skiplagged or that Skiplagged's actions are strictly prohibited by Orbitz and commercial airlines.
- 47. Zaman has also openly acknowledged that "hidden city" ticketing violates airline rules and regulations. For instance in a blog post he wrote in February 2014 to advertise his Skiplagged app, Zaman states that "hidden city" ticketing "[v]iolates some airlines['] [Terms of Service]."
- 48. Furthermore, upon information and belief, Zaman has personally profited from his practice of promoting "hidden city" ticketing by soliciting and receiving payments from commercial airlines and online travel agencies. In fact, in response to one of United's cease-and-desist letters, Zaman solicited United to become one of Skiplagged's "partners," and, in later communications with United, he represented that other airlines had agreed to partner with him. Furthermore, the Skiplagged site includes links to two meta search engines Kayak and Hipmunk which, upon information and belief, compensate Zaman for advertising their sites.

Likewise, at certain times, the Skiplagged website will "pop up" what appear to be paid advertisements for other services and products.

IV. Plaintiffs' Demands to Cease & Desist and Zaman's Refusals

- 49. Plaintiffs have each demanded that Zaman cease and desist his tortious acts. Although Zaman has replied with empty promises to stop, he has simultaneously taken affirmative steps to do just the opposite (while disguising the conduct), all in an effort to denigrate Plaintiffs' brands and hinder Plaintiffs' ability to identify and combat his conduct.
- 50. On September 15, 2014, Orbitz Worldwide sent a cease-and-desist letter to Zaman, explaining that it has received several complaints from major airlines that believe Orbitz Worldwide is facilitating "hidden city" ticketing. Orbitz Worldwide demanded that Zaman immediately cease and desist all redirection from Skiplagged to the Orbitz.com website, or to any of Orbitz's affiliate sites.
- 51. On the same day, Zaman responded to Orbitz Worldwide by email and promised to "stop redirecting users to Orbitz and partners by end of business week."
- 52. Zaman, however, did not stop redirecting Skiplagged users to Orbitz, but instead has blocked Orbitz IP addresses from accessing the Skiplagged website. Starting on or around October 2, 2014, when Orbitz personnel attempted to perform a search on Skiplagged, they received an error message that read "Sorry for the inconvenience, but Skiplagged is unable to process your booking request." Zaman, in other words, was trying to hide his improper conduct from Orbitz, so that he could go on redirecting Skiplagged users to Orbitz's site, without Orbitz's permission or knowledge. Orbitz believed and relied upon Zaman's promises and believed for a time that Zaman was complying with his promises based on several tests from Orbitz computers

that seemed to show that Zaman had complied with his promises. As such, Orbitz initially refrained from bringing this lawsuit.



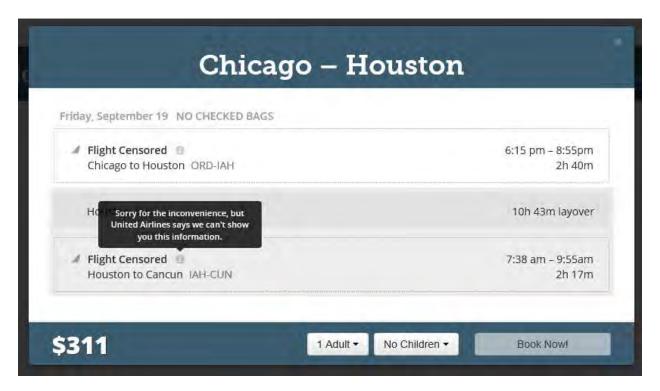


53. Similarly, United sent a cease-and-desist letter to Skiplagged on September 5, 2014, demanding that Skiplagged refrain from offering "hidden city" ticketing of United flights. The letter explained that "hidden city" ticketing is expressly prohibited by Section 6(J) of

United's Contract of Carriage.

- 54. Zaman responded on September 5, 2014, with an extensive email outlining his disagreements with the cease-and-desist letter. Nevertheless, Zaman ended the letter with an offer to remove all references to "United Airlines" and United's logo on Skiplagged.
- 55. Zaman and United's counsel and business representatives spoke via telephone on September 9, 2014, during which Zaman agreed to remove all United references and all United flights and fare information from Skiplagged's search results.

56. Afterward, and contrary to his promises, Zaman merely "censored" the references to United on Skiplagged and added a notification for Skiplagged users that read "Sorry for the inconvenience, but United Airlines says we can't show you this information."



(For a larger copy, see id.)

- 57. After further conversations, Zaman later emailed United on September 15, 2014, to confirm (purportedly) that "United is removed from our services. Sorry for the inconvenience."
- Again, however, Zaman did not remove United content as promised. To this day, he continues to include United flights and fare information in Skiplagged's search results, with a redaction of United's name and insertion of the word "censored." Zaman also alters slightly the departure and arrival times of the United flights to create an argument that the information is not "identical." More games and disguised false promises. But this "censored" data is easily attributable to United because Zaman continues to allow consumers to select "Book Now!" for

United flights, at which point they are redirected to a United itinerary on either Orbitz's site, on United's site, or on a third-party booking site, depending on Skiplagged's redirection configuration (although, with further intent to create the impression of compliance, Zaman for a while disabled the "Book Now" button for United flights on the desktop version of Skiplagged – but not on the mobile version of Skiplagged – only to reactivate it after not hearing from United for a week or so). This false association between Skiplagged and United is intended to confuse consumers and give the impression that United condones or authorizes the practice of "hidden city" ticketing.

V. Plaintiffs' Trademark Ownership

- A. The Orbitz Marks
- 59. Since long before the acts of Zaman complained of herein, Orbitz has been engaged in the business, *inter alia*, of the sales and marketing of travel agency services, namely, the making of reservations and bookings for transportation and temporary lodging (the "Orbitz Services").
- 60. Since at least the early 2000s, Orbitz has provided its Orbitz Services to the public under the Orbitz name and one or more trademarks comprising the word "Orbitz," including, but not limited to, the marks identified in Paragraph 65 below (collectively, the "**Orbitz Marks**").
- 61. Orbitz displays and uses the Orbitz Marks in advertising and promotional materials for its Orbitz Services in interstate commerce, including without limitation, on television, radio commercials, the Internet, and in print and online advertisements. Further, Orbitz, LLC is the owner and operator of several websites, including that available at the URL http://www.orbitz.com, which are used to advertise and promote its Orbitz Services.

- 62. Long before the acts of Zaman, the Orbitz Marks became extremely well known among consumers throughout the United States.
- 63. Orbitz has spent millions of dollars annually to advertise and promote the Orbitz Services under the Orbitz Marks and has generated millions of dollars in annual sales by providing the Orbitz Services under the Orbitz Marks.
- 64. As a result of Orbitz's extensive use, advertising, and promotion of the Orbitz Marks, the Orbitz Marks have become famous and have acquired strong secondary meaning identifying Orbitz as the source of the Orbitz Services offered.
- 65. Orbitz, LLC has obtained a number of trademark registrations for its marks in the United States Patent and Trademark Office (copies of the registration certificate for each of the marks detailed below are attached hereto as composite Ex. H). Such registrations include, but are not limited to, the following:

MARK	REG. NO.	REG. DATE	GOODS OR SERVICES
ORBITZ	2,858,685	June 29, 2004	Providing on-line chat rooms and on-line bulletin boards for transmission of messages among computer users concerning travel; providing access to an interactive computer database in the field of travel information, transportation by air, train, bus or boat, musical events, theatrical events, live dramatic events, films, sporting events, dining, art exhibitions, ground traffic, parking, shopping and destination information; travel agency services, namely, making reservations and bookings for transportation; providing

			information concerning travel, travel news and travel-related topics via electronic communications networks; travel agency services, namely, making reservations and booking for temporary lodging. Providing on-line chat rooms and on-line bulletin boards
ORBITZ.COM	2,951,983	May 17, 2005	for transmission of messages among computer users concerning travel; providing access to an interactive computer database in the field of travel information, transportation by air, train, bus or boat, musical events, theatrical events, live dramatic events, films, sporting events, dining, art exhibitions, ground traffic, parking, shopping and destination information; travel agency services, namely, making reservations and bookings for transportation; providing information concerning travel, travel news and travel-related topics via electronic communications networks; travel agency services, namely, making reservations and booking for temporary lodging.

66. Orbitz, LLC's trademark registrations under numbers 2,858,685 (ORBITZ) and 2,951,983 (ORBITZ.COM) are now incontestable in accordance with 15 U.S.C. §§ 1065 and 1115(b). As such, those registrations serve as conclusive evidence of the validity of the incontestable Orbitz Marks and of the registration of these Orbitz Marks, of Orbitz, LLC's

ownership of these Orbitz Marks, and of Orbitz's exclusive rights to use the incontestable Orbitz Marks in U.S. commerce.

- 67. As a result of the extensive use and promotion by Orbitz of the Orbitz Marks, Orbitz now owns valuable goodwill, which is symbolized by said name and marks. The use of the Orbitz Marks substantially increases the value of Orbitz's business and the salability of its Orbitz Services.
- 68. Long after the Orbitz Marks became incontestable, Zaman began using the Orbitz Marks by providing a service to Skiplagged users in interstate commerce and by re-directing those users to Orbitz's website. As explained above, the transition from the Skiplagged site to Orbitz's website strongly suggests an affiliation or identity between Skiplagged and Orbitz that does not exist. Zaman is attempting to confuse and mislead the public into believing that his website, and the "hidden city" ticketing it employs, is done with the approval (if not the outright authorization and sponsorship) of Orbitz and the airlines.
- 69. In accordance with 15 U.S.C. § 1072, Orbitz, LLC's federal trademark registrations, including the Orbitz Marks identified above, served as constructive notice to Zaman of Orbitz's rights in and to the Orbitz Marks. Moreover, as a result of Zaman's participation in the Orbitz affiliate program, Zaman had actual notice of Orbitz's rights in and to the Orbitz Marks.
- 70. Despite this notice, Zaman has deliberately and willfully associated the Skiplagged website with Orbitz, without Orbitz's consent or authority. Zaman's actions have and are likely to continue to cause confusion, cause mistake, and deceive consumers.
 - B. The United Marks

- 71. Since long before the acts of Zaman complained of herein, United has been engaged in the business, *inter alia*, of the sales and marketing of air transportation of persons and property (the "United Services").
- 72. Since at least the late 1920s, United has provided its United Services to the public under the United name and one or more trademarks comprising the word "United," including, but not limited to, the marks identified in Paragraph 77 below (collectively, the "United Marks").
- 73. United displays and uses the United Marks in advertising and promotional materials for its United Services in interstate commerce, including without limitation, on television, radio commercials, the Internet, and in print and online advertisements. Further, United is the owner and operator of several websites, including that available at the URL http://www.united.com, which are used to advertise and promote its United Services.
- 74. Long before the acts of Zaman, the United Marks became extremely well known among consumers throughout the United States.
- 75. United has spent millions of dollars annually to advertise and promote the United Services under the United Marks and has generated millions of dollars in annual sales by providing the United Services under the United Marks.
- 76. As a result of United's extensive use, advertising, and promotion of the United Marks, the United Marks have become famous and have acquired strong secondary meaning identifying United as the source of the United Services offered.
- 77. United has obtained a number of trademark registrations for its marks in the United States Patent and Trademark Office (copies of the registration certificate for each of the

marks detailed below are attached hereto as composite Ex. I). Such registrations include, but are not limited to, the following:

<u>MARK</u>	<u>REG. NO.</u>	REG. DATE	GOODS OR SERVICES
UNITED	676,462	March 31, 1959	Transportation of persons, mail, and property by air.
UNITED AIRLINES	1,750,451	February 2, 1993	Transportation of persons, property and mail by air.
	2,022,051	December 10, 1996	Air transportation of persons and property.

- (UNITED AIRLINES), and 2,022,051 () are now incontestable in accordance with 15 U.S.C. §§ 1065 and 1115(b). As such, those registrations serve as conclusive evidence of the validity of the incontestable United Marks and of the registration of these United Marks, of United's ownership of these United Marks, and of United's exclusive rights to use the incontestable United Marks in U.S. commerce.
- 79. As a result of the extensive use and promotion by United of the United Marks, United now owns valuable goodwill, which is symbolized by said name and marks. The use of the United Marks substantially increases the value of United's business and the salability of its United Services.
- 80. Long after the United Marks became incontestable, Zaman began using the United Marks by providing a service to Skiplagged users in interstate commerce, by using the United Marks in connection with that service, and by misleading Skiplagged users to believe that United condones the practice of "hidden city" ticketing. As explained above, Zaman is attempting to confuse and mislead the public into believing that his website, and the "hidden

city" ticketing it employs, is done with the approval (if not the outright authorization and sponsorship) of United.

- 81. In accordance with 15 U.S.C. § 1072, United's federal trademark registrations, including the United Marks identified above, served as constructive notice to Zaman of United's rights in and to the United Marks. Moreover, as a result of Zaman's correspondence with United, and likely earlier, Zaman had actual notice of United's rights in and to the United Marks.
- 82. Despite this notice, Zaman has deliberately and willfully associated the Skiplagged website with United and given off the impression that United condones the practice of "hidden city" ticketing, all without United's consent or authority. Zaman's actions have and are likely to continue to cause confusion, cause mistake, and deceive consumers.

<u>COUNT I – LANHAM ACT – FEDERAL UNFAIR COMPETITION</u> (under 15 U.S.C. § 1125(a), by Plaintiff Orbitz, LLC)

- 83. Orbitz, LLC repeats and realleges each and every allegation in Paragraphs 1 through 82 as though fully set forth herein.
- 84. Zaman's willful acts of associating the Skiplagged website with Orbitz has and is likely to continue to cause confusion, cause mistake, and deceive consumers. Zaman's conduct in this regard constitutes a false designation of origin and a false representation of fact in connection with goods and services, in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).
- 85. Orbitz, LLC has been damaged by Zaman's conduct and is likely to be damaged in the future.
- 86. Zaman's conduct has also caused irreparable injury to Orbitz, LLC's goodwill and reputation, an injury which is and continues to be ongoing and irreparable. Orbitz, LLC lacks an

adequate remedy at law, and an award of monetary damages alone cannot fully compensate Orbitz, LLC for its injuries. Accordingly, Orbitz, LLC is entitled to an injunction.

87. Furthermore, given Zaman's willful infringement and deceptive tactics, this is an exceptional case, and Orbitz, LLC is entitled to treble damages and reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117(a)(3).

WHEREFORE, Plaintiff Orbitz, LLC prays that the Court enter judgment in its favor and against Defendant Zaman, and award Orbitz, LLC the following relief: (i) preliminarily enjoin Zaman from falsely associating Skiplagged's services with Orbitz; (ii) permanently enjoin Zaman from falsely associating Skiplagged's services with Orbitz; (iii) award treble damages in Orbitz, LLC's favor and against Zaman in excess of \$75,000; (iv) order disgorgement of Zaman's profits, and award such profits to Orbitz, LLC; (v) award Orbitz, LLC its costs and reasonable attorneys' fees; and (vi) grant such other or further relief as the Court deems just and equitable.

COUNT II – TORTIOUS INTERFERENCE WITH CONTRACT (by Plaintiff Orbitz Worldwide)

- 88. Orbitz Worldwide repeats and realleges each and every allegation in Paragraphs 1 through 87 as though fully set forth herein.
- 89. Orbitz Worldwide's travel agency agreements with commercial airlines are valid and enforceable contracts. Orbitz Worldwide has fulfilled all of its contractual obligations under these agreements.
- 90. Zaman had knowledge of Orbitz Worldwide's travel agency agreements with commercial airlines, including the restrictions that American Airlines, British Airways, Iberia Airlines, and Delta Airlines impose on their travel agents.

- 91. Zaman has intentionally interfered with Orbitz Worldwide's travel agency agreements with commercial airlines. He continues to do so, while still trying to shield his conduct by blocking Orbitz personnel.
 - 92. Zaman's intentional interference is without justification.
- 93. Zaman's conduct has jeopardized Orbitz Worldwide's ability to perform the travel agency agreements with commercial airlines, including but not limited to, the prohibitions in Section 3(c) of the American Agency Addendum between American Airlines and its travel agents, and the prohibitions in Section 3(c) of British Airways' and Iberia Airlines' agreements with their travel agents.
- 94. As a result of Zaman's conduct, Orbitz Worldwide has suffered and will continue to suffer damage, including but not limited to remedies available to commercial airlines in the agency agreements and the costs of investigating Zaman's wrongful conduct.
- 95. Zaman's conduct has also caused irreparable injury to Orbitz Worldwide's goodwill and reputation, an injury which is and continues to be ongoing and irreparable. Orbitz Worldwide lacks an adequate remedy at law, and an award of monetary damages alone cannot fully compensate Orbitz Worldwide for its injuries. Accordingly, Orbitz Worldwide is entitled to a permanent injunction.
- 96. Furthermore, because Zaman has continued to operate his website in a way that damages Orbitz Worldwide, despite his promises that he would cease and desist all such activity (and attempts to hide same from Orbitz), his conduct constitutes wanton and malicious behavior warranting punitive damages.

WHEREFORE, Plaintiff Orbitz Worldwide prays that the Court enter judgment in its favor and against Defendant Zaman, and award Orbitz Worldwide the following relief: (i)

preliminarily enjoin Zaman from tortiously interfering with Orbitz Worldwide's contracts; (ii) permanently enjoin Zaman from tortiously interfering with Orbitz Worldwide's contracts; (iii) award damages in Orbitz Worldwide's favor and against Zaman in excess of \$75,000; (iv) award punitive damages in Orbitz Worldwide's favor and against Zaman because of Zaman's wanton and malicious conduct; (v) award Orbitz Worldwide its costs; and (vi) grant such other or further relief as the Court deems just and equitable.

COUNT III – BREACH OF CONTRACT (by Plaintiff Orbitz, LLC)

- 97. Orbitz, LLC repeats and realleges each and every allegation in Paragraphs 1 through 96 as though fully set forth herein.
- 98. Orbitz, LLC's Affiliate Agreement with Zaman, including the Terms and Conditions that are incorporated, constitutes a valid and enforceable contract.
- 99. Zaman has and continues to breach the Affiliate Agreement and its incorporated Terms and Conditions. Specifically, Zaman has and continues to breach the Affiliate Agreement by using the Skiplagged website in a way that makes Skiplagged's services and marks confusingly similar to the Orbitz Services and the Orbitz Marks. In addition, Zaman has and continues to breach Section 3 of the Terms and Conditions by, *inter alia*, implying that Orbitz is endorsing Skiplagged's products and services; using Orbitz's website for illegitimate reservations and bookings; using software to interfere, or attempt to interfere, with the normal operation of Orbitz's website; and disguising the origin of information transmitted through Orbitz's website all without Orbitz, LLC's prior written consent.
 - 100. Orbitz, LLC has performed all of its obligations under the Affiliate Agreement.

101. As a result of Zaman's continuing breaches, Orbitz, LLC has suffered and will continue to suffer damage, including but not limited to irreparable harm to Orbitz, LLC's client relationships and reputation.

WHEREFORE, Plaintiff Orbitz, LLC prays that the Court enter judgment in its favor and against Defendant Zaman, and award Orbitz, LLC the following relief: (i) preliminarily enjoin Zaman from breaching the Affiliate Agreement between him and Orbitz, LLC; (ii) permanently enjoin Zaman from breaching the Affiliate Agreement between him and Orbitz, LLC; (iii) award damages in Orbitz, LLC's favor and against Zaman in excess of \$75,000; (iv) award Orbitz, LLC its costs; and (vi) grant such other or further relief as the Court deems just and equitable.

<u>COUNT IV – LANHAM ACT – FEDERAL UNFAIR COMPETITION</u> (under 15 U.S.C. § 1125(a), by Plaintiff United)

- 102. United repeats and realleges each and every allegation in Paragraphs 1 through 101 as though fully set forth herein.
- 103. Zaman's willful acts of associating the Skiplagged website with United has caused, and is likely to continue to cause, confusion and cause mistake and deceive consumers. Zaman's conduct in this regard constitutes a false designation of origin and a false representation of fact in connection with goods and services, in violation of section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).
- 104. United has been damaged by Zaman's conduct and is likely to be damaged in the future.
- 105. Zaman's conduct has also caused irreparable injury to United's goodwill and reputation, an injury which is and continues to be ongoing and irreparable. United lacks an adequate remedy at law, and an award of monetary damages alone cannot fully compensate United for its injuries. Accordingly, United is entitled to an injunction.

106. Furthermore, because Zaman's conduct has been willful and deceptive, this is an exceptional case, and United is entitled to treble damages and reasonable attorneys' fees, pursuant to 15 U.S.C. § 1117(a)(3).

WHEREFORE, Plaintiff United prays that the Court enter judgment in its favor and against Defendant Zaman, and award United the following relief: (i) preliminarily enjoin Zaman from falsely associating Skiplagged's services with United; (ii) permanently enjoin Zaman from falsely associating Skiplagged's services with United; (iii) award treble damages in United's favor and against Zaman in excess of \$75,000; (iv) order disgorgement of Zaman's profits, and award such profits to United; (v) award United its costs and reasonable attorneys' fees; and (vi) grant such other or further relief as the Court deems just and equitable.

<u>COUNT V – TORTIOUS INTERFERENCE WITH CONTRACT</u> (by Plaintiff United)

- 107. United repeats and realleges each and every allegation in Paragraphs 1 through 106 as though fully set forth herein.
- 108. United's Contract of Carriage is a valid and enforceable contract. United has fulfilled all of its contractual obligations in the Contracts of Carriage with its customers.
- 109. Zaman had knowledge of United's Contract of Carriage, including Section 6(J)'s prohibitions relating to "hidden city" ticketing.
- 110. Zaman intentionally interfered with United's Contracts of Carriage with its customers by inducing customers to engage in "hidden city" ticketing, which is expressly prohibited in Section 6(J) of the Contract of Carriage.
 - 111. Zaman's intentional interference was done without justification.

- 112. Zaman's conduct of encouraging "hidden city" ticketing has induced United customers to breach their Contracts of Carriage upon purchase of their "hidden city" flights through Orbitz.
- 113. As a result of these breaches, United has suffered and will continue to suffer damage, including but not limited to increased operating costs due to scheduling disruptions; loss of revenues from prospective United customers who would have otherwise purchased seats on the "skipped" legs of passengers' flights; and the costs of investigating Zaman's wrongful conduct.
- 114. Zaman's conduct has also caused irreparable injury to United's goodwill and reputation and in increased risk of harm to public safety, injuries which are and continue to be ongoing and irreparable. United lacks an adequate remedy at law, and an award of monetary damages alone cannot fully compensate United for its injuries. Accordingly, United is entitled to an injunction.
- 115. Furthermore, because Zaman has continued to operate his website in a way that damages United, despite his promises that he would cease and desist all such activity (and ongoing attempts to hide same), his conduct constitutes wanton and malicious behavior warranting punitive damages.

WHEREFORE, Plaintiff United prays that the Court enter judgment in its favor and against Defendant Zaman, and award United the following relief: (i) preliminarily enjoin Zaman from tortiously interfering with United's contracts; (ii) permanently enjoin Zaman from tortiously interfering with United's contracts; (iii) award damages in United's favor and against Zaman in excess of \$75,000; (iv) award punitive damages in United's favor and against Zaman

because of Zaman's wanton and malicious conduct; (v) award United its costs; and (vi) grant such other or further relief as the Court deems just and equitable.

COUNT VI – MISAPPROPRIATION (by Plaintiff United)

- 116. United repeats and realleges each and every allegation in Paragraphs 1 through 115 as though fully set forth herein.
- 117. United expends significant time, labor, and financial resources on developing its fare calculations and flight schedules, and in protecting this content from its competitors. United strives to ensure that this data cannot be easily duplicated without United's prior consent.
- 118. United's fare and scheduling data reflect not only the price of travel, but also the ever-changing level of availability on a particular flight. Thus, United's fares are highly timesensitive.
- 119. United's fare and scheduling data have substantial commercial value, particularly among United's competitors. Zaman's use of United's fare and scheduling data on the Skiplagged website constitutes free-riding on United's labor, efforts, and resources. This wrongful act of free-riding advantages Zaman because he, upon information and belief, is personally profiting from the use of this information. Zaman's acts also disadvantage legitimate attempts by United and its authorized agents to use the fare and scheduling data. Because of these disadvantages, Zaman's free-riding discourages future investments in new fare and scheduling models.
- 120. As a result, United has suffered and will continue to suffer damage to its fare and scheduling processes.

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121. Furthermore, because Zaman has continued to operate his website in a way that

damages United, despite his promises that he would cease and desist all such activity, his

conduct constitutes wanton and malicious behavior warranting punitive damages.

WHEREFORE, Plaintiff United prays that the Court enter judgment in its favor and

against Defendant Zaman, and award United the following relief: (i) preliminarily enjoin Zaman

from misappropriating United's fare and scheduling data; (ii) permanently enjoin Zaman from

misappropriating United's fare and scheduling data; (iii) award damages in United's favor and

against Zaman in excess of \$75,000; (iv) award punitive damages in United's favor and against

Zaman because of Zaman's wanton and malicious conduct; (v) award United its costs; and (vi)

grant such other or further relief as the Court deems just and equitable.

Date: November 17, 2014

Respectfully submitted,

UNITED AIRLINES, INC.,

ORBITZ WORLDWIDE, LLC &

ORBITZ, LLC

/s/ John S. Letchinger

One of the Attorneys for Plaintiffs

John Letchinger (#6207361)

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BAKER & HOSTETLER LLP

191 N. Wacker Drive, Suite 3100

Chicago, Illinois 60606

(312) 416-6200

(312) 416-6201 (FAX)

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that a copy of the foregoing **Plaintiff's Complaint** will be served upon the following, or an agent thereof, via personal delivery by an individual over the age of 18 who is not a party to this action, and that a notice certifying the same will be filed upon service.

Aktarer Zaman 8312 101st Ave. Fl. 3 Ozone Park, New York 11416-2011

/s/ John S. Letchinger

John S. Letchinger

Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal

Flights (/flights) Stays (/hotels) Cars (//cars.skiplagged.com/?refid=7515) Rewards skiplagged4:23-cv_0860-P Document 188-1 Filed 07/22/24 Page 301 of 509 PageID 8186 Login (/)

Terms and Conditions

General Terms Privacy Policy Hotels Rewards Contest

1. Terms

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

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5. Revisions and Errata

The materials appearing on Skiplagged's web site and apps could include technical, typographical, or photographic errors. Skiplagged does not warrant that any of the materials on its web site are accurate, complete, or current. Skiplagged may make changes to the materials contained on its web site or apps at any time without notice. Skiplagged does not, however, make any commitment to update the materials.

6. Links

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 302 of 509 PageID 8187 Skiplagged has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Skiplagged of the site. Use of any such linked web site is at the user's own risk. Skiplagged does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on any sites linked to this site or app.

7. Travel Documents

Users are responsible for ensuring that they have all necessary travel documents to enter their ticketed final destination. This includes, but is not limited to, Passport and Visa. Destination entry requirements vary by Country and the citizenship held by the user. Skiplagged has no special knowledge with regard to entry requirements and therefore makes no guarantees of entry with purchases made on its web site or apps.

8. Fees

If you are making a purchase from outside your local country, your bank may convert your payment amount to your local currency and charge you a conversion fee. Rates are determined by your bank, not Skiplagged. In such cases, the amount shown on your billing statement may be different from the amount shown on Skiplagged's web site or apps at the time of purchase. They may also charge you a foreign transaction fee depending on the type of card you use and how they choose to classify the transaction. With some cards, booking an international trip is considered an international purchase. We urge users to check with their banks prior to making an international purchase. For purchases made on Skiplagged's web site, there may be a fee charged. The full amount of this fee will be disclosed to user prior to making their payment.

9. Site Terms of Use Modifications

Skiplagged may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

10. Indemnity

You agree to indemnify, hold harmless and defend Skiplagged and Skiplagged's affiliates, subsidiaries, officers, directors, employees, agents and licensors at your expense, against any and all third party claims, actions, proceedings and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other dispute resolution expenses) incurred by Skiplagged arising out of or relating to (a) breach of any term of this Agreement or (b) violation of any law, rule or regulation or the rights of any third party or (c) your use of or access to Skiplagged's website, app or intellectual property.

11. Governing Law

Any claim relating to Skiplagged's web site or app shall be governed by the laws of the State of New York without regard to its conflict of law provisions.



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Making it easier to experience the world.

Find flight and hotel rates you won't see anywhere else. Check out our mobile



We show you flights the airlines don't want you to see.

Skiplagging or hidden-city flying is where you get off at the layover rather than the final destination to save money.



We also show you the best rates

This is one of the top hotels in Las Vegas. Everyone else is charging \$200/night. We only charge \$100/night.

on hotels.

How are we doing this?

Our unique algorithm shows the cheapest regular flights and skiplagging flights faster than any other site. Skiplagging flights refer to itineraries with multiple legs where the traveler exits prior to the final destination. As an example, a traveler who wants to go to San Francisco from New York would book a flight that is ticketed for NYC -> San Fran -> Seattle and end their travel once they arrive in San Fran and skip the leg to Seattle. This results in savings of up to 80% using Skiplagged. Be sure to check out our FAQ for full details.

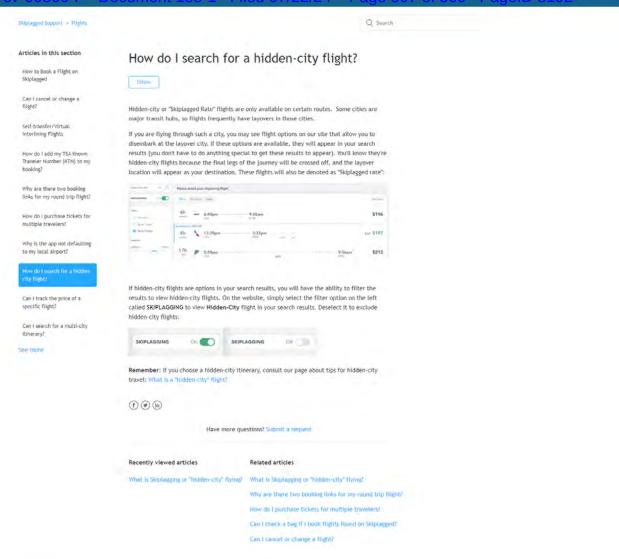
Why are we doing this?

We are improvers and frequent travelers. We believe consumers should have more power over how they spend their money. Information = power in our books. We grew tired of the inefficient and expensive process of travel planning so we sought to improve it by creating a lightning fast search portal. We also noticed there were no travel companies that truly worked for the consumers benefit so we changed that. Some tried to stop us but we persevered.

We're hiring!

Apply now!





Skiplagged Support

Articles in this section

How to Book a Flight on Saystaged Can I cancel or change a flight? Self-transfer/Virtual Interlining Flights

How do I add my TSA Known Traveler Number (KTN) to my booking?

Why are there two booking links for my round trip flight?

How do I purchase tickets for multiple travelers?

Why is the app not defaulting to my local airport?

How do I search for a hiddencity flight?

Can I track the price of a specific flight?

Can I search for a multi-city (tinerary?

See (nore

How to Book a Flight on Skiplagged

Follow

Welcome to Skiplagged! Here are some basic instructions on how to search for and book a flight.

Go to the https://skiplagged.com/ homepage and enter your departure and destination locations and departure date for a one-way trip. You can also change to round trip and adjust the number of travelers.



Flight search results will load on the next screen so you can choose your flight.



- There are two types of flights: Standard and Hidden-city or Skiplagging
- Standard: Leaving from the departure city and arriving at the final destination of the ticket. (Example: You want to fly from NYC area to LAX. The route is JFK-SEA-LAX. This means you would leave from JFK and arrive at the final destination of the ticket, LAX).
- Hidden-city (Skiplagging): Leaving from the departure city and you will disembark at the
 layover airport but not continue on to the final destination of the ticket. (Example: You
 want to fily from NYC to LAX and you found a hidden-city flight route EWR-LAX-OAK. This
 means you would exit in LAX and not continue on to OAK.) Learn more about them here:
 What is Skiplagging or "hidden-city" flying?

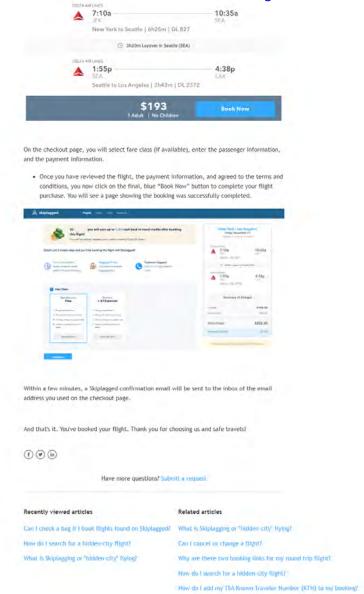
There are filters along the left side where you can narrow down your options by filtering standard vs. hidden-city (skiplagging), number of stops, takeoff, landing, flight duration, layover duration, airlines, departure airport, and layover city.



To select a flight, you can hover over the price on the right side and click on the flight or the blue "Select" button.

- This will create a popup for you to review the details before you get to the checkout page.
- If you are ready to book, click on the blue "Book Now" button to take you to the checkout page.

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Skiplagged Support

Skiplagged Support > RAQ

Articles in this section

What is Skiplagging or

How do I contact Skiplagged's

Why are flight prices sometimes more expensi than listed?

How do I receive a refund for a canceled flight?

Why don't I see any search

Beware of Scammers Pretending to be Skiplagged

How do I cancel Trip

Where are the price graphs for flights?

What are the benefits of creating an account with skiplagged?

Does Skiplagged buy or sell timeshares?

See more

Q Swarch

What is Skiplagging or "hidden-city" flying?

Follow

Skiplagging or hidden-city flying is where you get off at the layover rather than the final destination. For example, a flight from New York to Orlando might be \$250, but a similar flight from New York to Dallas with a layover in Orlando might be \$130. If you're going to Orlando, we'll show you both flights. If you choose the cheaper one, you get off the plane at the layover (Orlando) rather than going to the final ticketed destination (Dallas).

This is perfectly legal and the savings can be significant, but there are some things to be aware of:

- Backpack only We recommend only bringing a backpack that can fit under the seat in front of you. Anything larger risks getting checked at the gate, and all checked bags will end up in Dallas (final ticketed destination)!
- Bring your passport for international flights (even if you're not going all the way to the final destination). Some carriers require a passport to board the plane.
- You may need a visa for international flights. This depends on the country that's the final
 destination. In some cases, all you need is a passport, but you may also need a visa for
 some countries.
- Don't associate a frequent flyer account If you do, the airline might invalidate any miles works account with them.
- Some airlines may require proof of a return ticket during check-in. If this happens to
 you, just buy a refundable return ticket directly from the airline and cancel it ASAP after
 handles.
- Do not overuse hidden city itineraries. Do not fly hidden city on the same route with the same airline dozens of times within a short time frame.
- In rare times of irregular operations such as bad weather, your itinerary may change at the
 discretion of the airline (2% chance).
- · You might upset the airline, so don't do this often.



(f) (v) (in)

Have more questions? Submit a request

Related articles

Can I check a bag if I book (lights found on Skiplagged?

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flow do I receive a refund for a canceled flight?

How do I contact Skiplagged's support team?

Skiplagged Support

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Legal, privacy & copyright > Conditions of carriage

Conditions of carriage

Updated March 1, 2024

The contract between you, the passenger, and us, American Airlines

At American Airlines, we fly over borders – across the country and the world – to connect people and communities. Providing this service and making the world a smaller, more inclusive place, is a huge part of who we are.

Flying with American »

All transportation of passengers and bags provided by American Airlines is subject to the terms of these Conditions of Carriage, in addition to any:

- Terms printed on any ticket, ticket jacket or ticket receipt
- Published fare rules; and
- Applicable tariffs filed by American Airlines in accordance with U.S. Department of Transportation regulations.

All terms, fare rules, and tariffs are incorporated herein by reference and constitute part of your agreement with American Airlines.

American Airlines General Rules of the International Tariff

You	Your flight	Your ticket, bags &
Passenger responsibilities »	Check-in and arrival »	refunds
Children traveling »	Changes to schedules / operations »	Baggage »
Customers with special needs »	Events beyond our control »	Baggage liability (domestic flights) »
	Oversold flights »	Liability for international flights »
	Delays, cancellations and diversions	Ticket types and refunds »
	»	Ticket validity »

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 313 of 509 PageID 8198 Contact us

Good or bad, we want to hear from you. Please contact us with your comments, concerns and feedback. Our Customer Relations team is here for you and will respond promptly.

Email Customer Relations »

When you buy a ticket or travel on a flight provided by American Airlines, you agree:

- To the extent not preempted by federal law, Texas law applies to this contract and any dispute from your ticket purchase or travel on American Airlines without regard to conflict of law principles.
- This contract cannot be modified or waived unless authorized in writing by an American Airlines corporate officer.
- Even if you didn't pay for your ticket, for example if you're one of multiple passengers in the same reservation, this contract is an agreement between us and you.
- We provided links to pages on our site for more information, but those pages are not part of this contract.
- Though we translated these conditions of carriage for convenience, the English language version is the official, legal version.
- This contract is the entire agreement that governs your rights and responsibilities as a passenger. If we don't enforce a right under this contract in one case, it does not waive our right to enforce the contract later. And if any part of this contract is found invalid or unenforceable, we'll strike what's invalid or unenforceable without effect to the rest of the contract.
- Limit of liability: You agree we are not liable for special, consequential, indirect or incidental damages that arise from this agreement, even if we knew, should've known or were advised damages were possible, including from lost, damaged or delayed bags (including lost revenue or business interruption).
- Class Action Waiver: You agree that any lawsuit you bring against us, or any of our affiliated entities, agents, directors, employees, and/or officers related to these Conditions of Carriage, your ticket, and/or your use of or dealings with American's website, customer service and other call centers, or American will be brought only in your individual capacity, and may not be brought in or asserted as part of a class action proceeding.

Customer service plan »

Here's what we mean by things like 'domestic' and 'FAA.' If you can't find something or have questions, please get in touch.

Contact American »

American Airlines

Under the name "American Airlines" we operate mainline flights as American Airlines and regional codeshare flights (doing business as American Eagle) operated by:

- Air Wisconsin Airlines
- Envoy Air Inc.

■ Piedmont Airlines Inc.

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PSA Airlines Inc.

■ Republic Airways Inc.

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SkyWest Airlines Inc.

We also offer codeshare flights operated by:

- Aer Lingus
- Air Tahiti Nui
- Alaska Airlines, Inc.
- British Airways
- Cathay Pacific
- China Southern Airlines
- E E A
- Fiji Airways
- Finnair

- GOL Linhas Aéreas
- Hawaiian Airlines, Inc.
- Horizon Air Industries, Inc. (doing business as Alaska Airlines)
- Hyannis Air Service, Inc.
 (doing business as Cape Air)
- Iberia Airlines
- Japan Airlines

- Jetstar
- Philippine Airlines
- Jetstar Japan
- Qantas
- Qatar Airways
- Royal Air Maroc
- Royal Jordanian Airlines
- Silver Airways
- Vueling

American Ticket Office	A ticket sales office of American Airlines, Inc. / American Eagle or one of our appointed travel agents

Assistive device Equipment used by passengers with special needs (Disabled Passenger or Qualified Individual with a Disability) to hear, see, communicate, maneuver or perform daily functions; includes medical devices and medications

	The use of a robotic or automated process of re-booking a ticket for the
Automated re-shopping (Auto re-	same passenger and itinerary on American with the purpose of taking
shop)	advantage of a reduced fare where there is no change fee payable to
	American for the administrative costs of the re-booking.

Baggage	Personal property that's either checked in or carried on the plane

Codeshare	Codeshare agreements allow us to sell seats on flights operated by
	other airlines, giving American customers access to more flights and
	destinations; partners include British Airways, Iberia, Alaska Airlines
	and more

Customs and Border Protection	CBP is our country's primary border control organization. It regulates
(CBP)	and facilitates international trade, collects import duties, and enforces
	U.S. regulations, including trade, customs and immigration

Disabled Passenger or Qualified Individual with a Disability	An individual who has a physical or mental impairment that, permanently or temporarily, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment as further defined in the U.S. Department of Transportation regulations in 14 C.F.R. Section 382.3

Case 4:23-cv-00860-P Docume What we say	ent 188-1 Filed 07/22/24 Page 315 of 509 PageID 8200 What it means	
Domestic	The 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands, also see 'U.S.'	
Federal Aviation Administration (FAA)	An agency of the U.S. Department of Transportation that regulates all aspects of civil aviation in the U.S. including operation of airports, air traffic and the certifying personnel and aircraft	
Fare	The price you pay for your ticket; also, the rules associated with that ticket including whether it's refundable	
Flight segment	A flight segment is a nonstop point-to-point flight that consists of one takeoff and one touchdown	
International	Outside the 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands; also, outside of your home country	
Montreal Convention and Warsaw Convention	International agreements that set the rules for airlines' liability when we carry passengers, baggage and goods internationally	
Oversold flight	When the number of checked-in passengers exceeds the number of seats	
Stopover	A planned stop in a city/airport for over 4 hours	
Ticket	Passenger ticket, bag check and boarding pass which incorporate these conditions of carriage, including tickets issued electronically	
Transportation Security Administration (TSA)	An agency of the U.S. Department of Homeland Security with authority over the security of the traveling public in the U.S.	
U.S.	The 50 federated states and the District of Columbia, Puerto Rico and the U.S. Virgin Islands	
U.S. Department of Transportation (DOT)	A federal Cabinet department of the U.S. government that regulates aspects of air transportation	

You

As a passenger, you're required to act in way that's consistent with ensuring the safety of everyone on board. This includes complying with the laws and travel requirements of the countries we fly to, from or over. Traveling can be stressful, and we appreciate your patience and courtesy for other passengers and American Airlines team members.

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(Passenger responsibilities

Complying with the law and government regulations

To fly on American, you must:

- Have a valid photo ID accepted by the TSA (like a driver's license or other government issued ID).
- Have a valid passport, visa and any travel documents required if you're traveling internationally.
- Allow your baggage to be inspected by Customs, the TSA or other government officials.

Be sure your driver's license complies with REAL ID and that your passport is valid or you may not be allowed to board your flight. Some countries require your passport be valid for 3 – 6 months beyond your departure date, so be sure you know the rules before you travel.

We are not responsible for any loss, damage or expense if you do not meet the travel document requirements.

More about ID requirements »

Complying with airline rules for safety

The safety and comfort of our customers and team members is our top priority. We will respond seriously to any language or behavior that threatens the well-being or functionality of our crew or any American Airlines team member. Violent or inappropriate actions may result in the denial of boarding, removal from the terminal or legal prosecution.

To ensure a safe environment for everyone, you must:

- Allow you and your bags to be searched for explosives, dangerous weapons or banned substances.
- Show a valid ID.
- Understand and comply with all safety instructions.
- Release us from responsibility for any loss, damage or expense if you do not meet the travel document requirements.
- Behave appropriately and respectfully with other passengers, crew or any American Airlines team member.
- Postpone your flight if you have a dangerous disease deemed transmissible by a federal public health authority.
- Be respectful that your odor isn't offensive (unless it's caused by a disability or illness).
- Dress appropriately; bare feet or offensive clothing aren't allowed.
- Not threaten the safety of the flight in any way.
- Have the right travel documents and be allowed to travel to, from or through any countries in your itinerary.
- Be able to sit with your seatbelt fastened.

If your physical or mental condition is such that in American's sole opinion, you are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an attendant, American may refuse to transport you.

In addition, you may be asked to give up your seat if a government official needs space, for weather conditions requiring reduced aircraft load, or for other conditions beyond our control.

Failing to comply

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 317 of 509 PageID 8202 We may not let you fly (temporarily or permanently) for any reason, including if you:

- Don't obey the law
- Are uncooperative, abusive, harassing, or show the potential to be while on board
- Pose a risk to safety or security
- Appear intoxicated or under the influence of drugs
- Attempt to interfere with the flight crew or refuse to obey instructions
- Fail to comply with American Airlines rules or policies
- Need to be removed for your safety or the safety of other passengers or the crew
- Have a communicable disease or virus, or if we suspect you have a communicable disease or virus
- Are traveling with an animal that causes a delay or damage to the plane or other passengers

You may also be liable for any loss, damage or expense resulting from your conduct. For example, you may be liable for the costs if we have to divert to another city because of your conduct. Also, under U.S. law you may be liable if you assault a federal, airport or airline employee with security duties. Failing to meet passenger responsibilities is a material breach of this contract.

We welcome children of all ages on board. Be sure you know the rules for your child based on his or her age. We count "age" based on the child's age the day of departure.

Traveling with children and infants »

Infants (under 2 years)

- One infant under 2 can travel in your lap. You are not required to pay for a separate seat unless you have an FAA approved car seat you plan to use on board.
- There may be a fee for infants traveling outside the U.S.
- Infants as young as 2 days old can fly, but any infant under 7 days old needs a passenger medical form filled out by your doctor before flying.
- Infants must be accompanied by a parent (any age) or someone 16 years or older in the same cabin.

Children (2 years or older)

- Children 2 and older must have a purchased seat. If your child turns 2 during a trip, the child will need their own seat for the remainder of the trip.
- Children under 5 years cannot travel alone.

Traveling with children and infants »

Unaccompanied minor service

Our unaccompanied minor service ensures your child is escorted on the plane, introduced to the flight attendant, chaperoned during connections and brought to the person you designate when they arrive. Keep in mind, flight attendants can't continuously monitor children during flight.

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 318 of 509 PageID 8203 Unaccompanied minor service »

We're dedicated to providing customers with special needs dignified, professional and courteous service at all times. Customers with special needs may need to board the plane early.

You can request special assistance when you book on aa.com (our site is accessible) or call us anytime at (800) 433-7300.

Special assistance coordinators

When you request special assistance, a coordinator will contact you before your flight to make sure necessary medical paperwork is complete and requests are arranged.

They can help with:

- Wheelchair assistance
- Mobility assistance, getting in and out of the plane
- Traveling with a service animal*
- Traveling with a portable oxygen concentrator (POCs)*
- Battery-powered medical devices

- Traveling within 7 days of your due date or after your delivery
- Adjacent seating for yourself and your personal care attendant
- Disassembly and packaging for mobility assistive devices when needed

"We require at least 48 hours advance notice if you need to travel with a service animal, or a POC.

Call us anytime:

- 800-433-7300
- For hearing or speech impaired assistance dial 711 to be connected through the National Relay Service

Special assistance »

Mobility and medical devices

If you're traveling with any medical device, a wheelchair or other mobility device, we're here to help. If we're able, we offer early boarding, help getting off the plane and airport assistance. Contact us to make sure your device is approved for travel and to make any special requests.

Mobility and medical devices »

Special assistance issues

If you had a special-assistance issue on your trip, please go to the American Airlines customer service desk. We have local complaint resolution officials (LCRO) available during operating hours, and a corporate complaint resolution official is available to assist our LCROs 24/7. You can also call our disability team 24/7 at 800-892-3624.

Your flight

When it comes to checking in and arriving at the airport, earlier is better. Give yourself extra time if you're checking bags or traveling internationally.

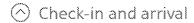
Before you head to the airport, you can check for travel alerts that impact the cities in your trip and get flight status information like gates and times.

Travel alerts »

Get flight status information »

Download the American Airlines app to get real time updates about your travel.

American Airlines app »



Check-in times

You can check in on aa.com and in the app beginning 24 hours before departure. All airports have minimum check-in times. If you're not checked in by the minimum check-in time, we may reassign your seat to another passenger.

In most cities, you must be checked in:

- At least 45 minutes before scheduled departure, for flights within the U.S.
- At least 60 minutes before scheduled departure, for flights to or from airports outside of the U.S.

Some airports require you to check in earlier.

Check-in and arrival »

Arriving at the gate

Be at the gate and ready to board the plane at least:

- 30 minutes before departure on domestic flights
- 45 minutes before departure for international flights

You must have a boarding pass with a valid seat assignment to board the plane.

Boarding ends 15 minutes before departure. If you're not on board, we may reassign your seat to another passenger. You will not be allowed to board once the doors close.

If you're on a codeshare flight operated by one of our partners, check with that airline.

Our responsibilities when there are schedule / operations changes

Sometimes we have to make adjustments to our operation, and between the time you book and the time your flight

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 320 of 509 PageID 8205 departs, there may be changes to:

- Your flight number
- The type of plane you're flying on and the available amenities
- Your seat assignment
- The airline that operates your flight
- The number of stopovers or stopover cities
- Departure or arrival times

When there are changes or cancellations that affect your trip, we'll try to contact you in advance to rebook another flight or move you to a similar seat or cabin, though we can't make any guarantees.

We do our best to be on time but our flight schedule is not guaranteed and not part of this contract. We are not liable if:

- We're late or you don't make your connection
- We change the schedule of any flight
- We (or our partners) cancel a flight or route
- Your checked baggage is late (except as required by statute, regulation, or Convention)
- There are special, incidental or consequential damages because of these changes

If we or our airline partner fails to operate your flight or your arrival is delayed more than 4 hours, our sole obligation is to refund the remaining ticket value and any optional fees according to our involuntary refunds policy, subject to our policy for rebooking your delayed / canceled flight.

Refunds »

Rules for delays on international trips are governed by the Montreal Convention and Warsaw Convention. The full linked page provides more information and is incorporated by reference.

Montreal Convention and Warsaw Convention »

Events beyond our control (Force Majeure)

When there's an event we can't control like weather, a strike or other civil disorder, we may have to cancel, divert or delay flights. If your ticket still has value (if you were, for example, re-accommodated in a different class of service) we'll refund the unused portion to the original form of payment, but beyond that we are not liable.

Such "Force Majeure" events include:

- Meteorological or weather conditions
- Civil disturbances including war, embargoes or unsettled international conditions (real or threatened)
- Acts of terror
- Public health emergencies of domestic or international concern
- Labor disputes that involve or affect our service
- Government regulations or requirements
- Shortage of labor, fuel or facilities of American or others

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Any fact not reasonably foreseen or predicted by American

International air transportation liability is regulated by the Montreal Convention and Warsaw Convention.

Montreal Convention and Warsaw Conventions »

Oversold flights

A flight is "oversold" when there are more checked-in passengers than seats. When this happens, our team gets involved as early as possible to find volunteers to change flights.

When, despite our best efforts, we don't have enough volunteers, we'll have to choose customers to change flights involuntarily, and deny boarding. If this happens, we will follow the DOT's compensation rules. We will do our best to get those customers on the next possible flight.

We will not involuntarily remove a revenue passenger who has already boarded to give a seat to another passenger.

Voluntary denied boarding

We will ask for passengers who are willing to voluntarily give up their seats in exchange for compensation in an amount and form to be determined solely at American's discretion.

When you volunteer to give up your confirmed seat on a flight, we will compensate you in a form and in an amount we think is fair.

Involuntary denied boarding

If there aren't enough volunteers, we will choose customers to change flights involuntarily and deny boarding.

Boarding priority is given to certain customers, including to those who:

- Have special assistance needs
- Are traveling as an unaccompanied minor
- Have AAdvantage elite status
- Paid for First, Business or Premium Economy
- Checked in earliest

The selection of customers who are involuntarily denied seats is solely at American's discretion.

You will not receive involuntary denied boarding compensation if:

- You fail to comply with American's ticketing, check-in and reconfirmation requirements, or you're not acceptable for transportation under American's usual rules and practices.
- Your flight is canceled.
- We switch to a smaller plane for safety or operational reasons.
- Your plane has 60 or fewer seats and there are safety-related weight/balance restrictions.
- You're offered a seat in a section of the plane that's different from your original ticket. If you are seated in a section for which a lower fare is charged, you will be given an appropriate refund.

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We're able to get you to your next stopover or final destination within 1 hour of your original arrival time.

Compensation for involuntary denied boarding

DOT rules determine how much you're compensated based on how late you'll be to your stopover or destination. Our goal is to get you to your next scheduled stopover or final destination as soon as possible, so we may offer flights on other airlines and non-air travel such as by train. If your flight is oversold and you're not allowed to board, we'll give you a check or travel credit the same day at the airport or mail it within 24 hours.

Travel within U.S.

- Up to 1 hour arrival delay not compensated
- 1 2 hour arrival delay 200% of one-way fare (max. \$775)
- 2+ hour arrival delay 400% of one-way fare (max. \$1,550)

International

- Up to 1 hour arrival delay not compensated
- 1 4 hour arrival delay 200% of one-way fare (max. \$775)
- 4+ hour arrival delay 400% of one-way fare (max. \$1,550)

Travel from European Union countries (EU)

If you're not allowed to board an oversold, nonstop flight from the EU to the U.S., you may be eligible to receive one of these:

- A travel voucher that can be used for 1 ticket to anywhere American flies
- A check for 300 EUR (arrival delays under 4 hours) or 600 EUR (arrival delays more than 4 hours)

Travel to or from Canada

If you're not allowed to board a flight to or from Canada, the Canada Air Passenger Protection Regulations may provide additional protections, including compensation.

Canada passengers »

Delays, cancellations and diversions

Our goal is to provide timely, frequent and helpful updates – from the time you are ticketed, at the airport and on board – when there are delays, cancellations and diversions.

Rebooking your delayed / canceled flight

When your flight is canceled or a delay could cause you to miss your connection, we'll rebook you on the next American Airlines flight with available seats at no additional cost. If no American flights are available until the next day, and the disruption is caused by us, we'll rebook you on one of our partner airlines with available seats at no additional cost. We'll rebook you in your originally ticketed cabin or class with your original form of payment.

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 323 of 509 PageID 8208 If your flight was delayed or canceled and you don't accept our alternative arrangements, or none were available, we'll refund the remaining ticket value and any optional fees according to our involuntary refunds policy. Beyond that, we have no further contractual obligation.

Delays caused by us

If the disruption is our fault or you're diverted to another city, and we don't board before 11:59 p.m. local time on your scheduled arrival day, we'll arrange an overnight stay or cover the cost of an approved hotel, if available. We don't guarantee reimbursement for hotel expenses if you book directly without written authorization from American Airlines.

Delays beyond our control (like weather)

If the delay is beyond our control, or you book your own arrangements without written authorization from American Airlines, you're responsible to pay for your hotel, meals and other expenses. An American Airlines agent may be able to help you find a hotel.

Taking care of delayed passengers

We'll do our best to ensure delayed passengers are as comfortable as possible. Gate agents are asked to look after customers with special needs including unaccompanied minors, customers with disabilities and the elderly.

For long delays on the plane, we'll make every reasonable effort to ensure you have food (such as crackers or biscuits), water, access to the restroom and basic medical assistance if needed.

We are not responsible for any special, incidental or consequential damages if we're unable to meet this commitment.

Customer service plan »

Travel to or from Canada

If your flight is delayed or cancelled due to reasons within our control, the Canada Air Passenger Protection Regulations may provide additional protections, including compensation.

Canada passengers »

Your ticket, bags and refunds

○ Baggage

All bags are subject to inspection. We will not accept checked or carry-on bags we think are unsuitable for transportation for reasons like size, weight or character.

Before you go to the airport, be sure to check our baggage page for information on all our checked and carry-on baggage policies.

Baggage »

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Checking your bag

You can only check bags on the day you travel, and your bags must travel to the same ticketed final destination as you. Be sure your name is on all bags before you check them.

If you're flying from one of these airports, you can't check bags more than 4 hours before departure:

- Denver (DEN)
- Fort Lauderdale (FLL)
- Las Vegas (LAS)
- Orlando (MCO)
- Portland (PDX)
- Salt Lake City (SLC)
- Seattle (SEA)

Baggage limits and fees

The number of bags you can check depends on your destination. Checked bag fees apply with some exceptions. All bag fees are non-refundable and apply per person, each way. Additional fees may apply for overweight / oversize bags or specialty items.

Also, you may have to pay bag fees again if:

- You are connecting on another airline
- Your connection on American is more than 16.5 hours later

Checked bag policies »

Oversize and overweight baggage »

Specialty and sports equipment »

Claiming your bag

Hang on to your baggage claim tickets; you may have to show your ticket to claim your bags. The airport baggage office will release bags to the person with the baggage claim ticket that matches. If you lose your ticket, we may ask for ID.

When you arrive in the U.S. from an international city, you will claim your checked bags before going through Customs.

Delayed bags

If you arrive on American at your final destination and your bags have not arrived with you, our goal is to return them within 24 hours (for flights within the U.S., Puerto Rico and the U.S. Virgin Islands).

Some of the reasons it may take us longer to get you your delayed bags include if:

- We don't have a local name, address or phone number for you
- You're on a cruise, in remote camp site or somewhere we can't reasonably reach you

- You changed your delivery address
- We have limited flights to your destination
- Weather or other operational issues get in the way

If you arrive at your final destination on another airline, please check with that airline for information.

Carry-on bags

In general, you're allowed 1 bag and 1 personal item:

- Your bag must fit in the sizer at the airport.
- Your personal item must fit under the seat in front of you.
- All bags must be stowed before takeoff.

Diaper bags, child safety seats, strollers and medical or mobility devices don't count as your bag or personal item. You may carry on a fully collapsible stroller if it's under 20 lbs. and fits in an overhead bin. All other strollers must be checked at a ticket counter.

We always reserve the right to decide if your carry-on items are suitable to bring on board and if there is enough space in the overhead bins.

If you need to check your carry-on bags, be sure to take any fragile or valuable items like your keys, medication or computers with you on board. Also remove and carry on any e-cigarettes and spare batteries for laptops, cameras or other mobile devices.

There are additional carry-on restrictions for certain fares, aircraft and airports. We may have to check your bag at the gate if the overhead bins are full or if there are restrictions. Overhead bin size varies, and some planes and American Eagle flights have smaller bins.

Carry-on baggage policy »

Restricted items

For everyone's safety on board, some common items are restricted by the TSA and FAA. Be sure you know what you can carry on and what you can check in your bags before you go to the airport.

Hazardous materials

We don't transport hazardous materials, except for small amounts of dry ice, and we may remove and dispose of any hazardous material in your bags.

Restricted items »

Firearms

You can travel with firearms in checked baggage only. Firearms must be declared to an agent at check-in. There are other rules or temporary policies that apply; be sure you understand the rules before you go to the airport.

Firearms »

Pets and service animals

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Depending on the animals' breed, size and requirements, pets can travel as a carry-on, be checked or transported with American Airlines Cargo. We only allow you to travel with your pet cats and dogs.

Service animals are welcome at no charge if they meet the requirements. The animal must fit on your lap, at your feet or under your seat, and cannot block the aisle. Dogs trained to detect explosives/drugs or trained for search and rescue (documentation required) are also welcome at no charge.

Traveling with pets »

Traveling with service animals »

Baggage liability (domestic flights)

What we cover

If your checked bag is lost, damaged or delayed, we will pay the provable value of the losses up to \$3,800 (or up to \$5,000 if you declare excess value).

A good rule of thumb is never to check anything you can't live without. If it's irreplaceable, sentimental or you depend on it for your well-being, keep it on you or leave it at home.

What we don't cover

We don't cover loss or damage to:*

- Antiques or artifacts
- Artwork
- Books or documents
- Business equipment or samples, or marketing material
- China or silverware
- Computers, software or other electronics
- Fragile items

- Furs
- Heirlooms
- Jewelry
- Kevs
- Liquids
- Medication (over-the-counter)
- Money
- Orthotics or surgical supports

- Perishable items
- Photographic, video or optical equipment
- Precious metals or stones
- Securities or negotiable papers
- Time pieces
- Unique, irreplaceable or similar valuable items

We strive to be as careful as possible during the normal transport of your belongings. As such, we also don't cover:

- Items you carry on the plane
- Minor scratches, scuffs, stains, dents, cuts or dirt from normal wear and tear
- Things not packed appropriately for transportation like musical instruments or recreational/sports items that aren't in a hard-sided case
- Damage to the inside contents of a bag if the outside isn't damaged
- Damage to or loss from normal wear and tear to parts that stick out like wheels, straps, pockets, handles, hooks or other attachments
- Damage to an item caused by another item in your bag

^{*}Wheelchairs or other assistive devices are covered

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Loss, damage or delay of any bag or item considered not acceptable as checked baggage on American

Items not properly packed in a hard-sided case will be treated as fragile items.

We are not liable for any incidental, punitive or special damages that result from lost, damaged or delayed bags including damages for lost revenue or business interruption.

We are not liable if and to the extent that the damage resulted from the inherent defect or quality of the bag.

Excess valuation coverage is not available for and does not apply to items we don't cover.

Time limits for liability

First report

If your bags are lost or delayed, you should file a report before you leave the airport.

- Within 4 hours of arriving at your final destination if your bags were delayed
- Within 12 hours of arrival if you used Bags VIP Luggage Delivery

If your bags are damaged, you should file a report before you leave the airport.

- Within 24 hours of receiving your bags if they were delayed and then delivered or picked up
- Within 24 hours if your bags were damaged

Next steps

For any follow-up reports or action you must:

- Ask us to repair the damage within 30 days of your first report
- Submit a Passenger Property Questionnaire within 30 days of filing your first report (if you're seeking compensation)
- Take legal action related to damage, delay, or loss within 2 years of the incident

Rejected claims

We may reject your claim if you:

- Falsify information on your claim or submit the same claim with more than 1 airline
- Don't have proof of loss or receipts
- Don't submit your report or necessary claim documents in time
- Used a prohibited booking practice and then made a claim

Prohibited booking practices »

For international travel, the Warsaw Convention and the Montreal Convention govern liability for personal injury, death or damage. The terms and conditions are set by these international conventions and are not subject to change or modification by American Airlines. These conventions set compensation amounts for death, injury and

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 328 of 509 PageID 8213 baggage loss and damage. The full linked page is incorporated herein by reference.

Montreal Convention and Warsaw Conventions »

Ticket types and refunds

Each passenger must have a valid ticket to fly. A ticket is non-transferrable – it can't be used by or refunded to any other passenger. All refunds are made to the original form of payment.

How long a ticket is valid

In general, a ticket is valid for 1 year:

- If unused, you must start travel within 1 year of date the ticket was issued
- If partially used, you must complete travel within 1 year of the first completed flight

So for an unused ticket issued June 1, 2019, you must begin travel on the new ticket by June 1, 2020.

For a roundtrip ticket that was partially flown on March 1, 2019, you must complete all new travel by March 1, 2020.

These rules apply unless your ticket states otherwise.

Refunds

Generally, you have up to 24 hours from when you buy your ticket to get a full refund if you booked at least 48 hours before departure. You must cancel your trip within 24 hours of purchase for a refund. If you bought your ticket through a travel agency or another booking source, contact them for a refund. Some countries have different rules about refunds, and if so, we will follow those rules.

Refunds will be made only to the person who paid. Tickets issued for official government travel will be refunded only to the government agency that issued the transportation request.

Refundable tickets

If you bought a refundable ticket, decide not to travel and want a refund, we'll pay:

- The full amount of the ticket if travel hasn't started
- The value of the unused travel if the ticket is partially used

We'll refund the original credit card within 7 days (allow 1-2 billing cycles for credit to show). We'll process cash and check refunds within 20 days of receiving all your paperwork.

Some requests may take longer, for example, tickets bought outside the U.S. in another currency or tickets that require research or verification. We are not liable for longer processing times.

Refunds FAQs »

Non-refundable tickets

We don't refund cash for non-refundable tickets. But if you cancel your trip before departure, we will cancel your ticket and issue a travel credit that you can use toward future travel on American.

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 329 of 509 PageID 8214 Travel credit »

We will refund a non-refundable ticket (or the value of the unused segment of your trip) to the original form of payment if:

- You cancel within 24 hours of booking (and booked at least 2 days before departure).
- We cancel your flight
- We make a schedule change that results in a change of more than 4 hours to your departure time
- A passenger or their travel companion dies. (Supporting paperwork is required)
- Military orders require you to cancel your trip. (Supporting paperwork is required)

If you bought your ticket through a travel agency or another booking source, contact them for a refund.

Refunds of taxes

You can request a refund of eligible taxes included in the ticket price. If eligible, we'll refund the original form of payment.

- Destination-specific taxes not imposed by us may be eligible
- Taxes we must pay whether or not you travel are not eligible.

Request a refund Ø

Refunds for seats, bags and extras

If you paid for seats, bags or other extras and don't use them because you didn't travel as planned, you may request a refund. Read our refunds FAQs for details.

Request a refund @

Refunds FAQs »

Involuntary refunds

If you are due a refund because we failed to operate on schedule (a delay to your departure time of over 4 hours) or we refused to let you fly for reasons other than your violation of this contract, we will refund you:

- The full amount of the ticket and any extras if travel hasn't started
- The value of the unused travel if the ticket is partially used

If you were involuntarily denied boarding, we will not charge any refund fees or penalties.

We will only refund tickets issued by American Airlines and reserve the right to only make refunds in a currency or country of the original purchase.

Tickets are valid for travel only when used with all terms and conditions of sale.

Your ticket is valid only when:

- Travel is to/from the cities on your ticket and in your trip record
- You meet all the fare requirements

Fare requirements, like dates, special purpose or status, may include:

- Dates of stay (a Saturday night, weekend, etc.)
- Military status (to qualify for a military fare)
- Official government business (to qualify for a government fare)
- Attendance at an event (to qualify for a meeting or convention fare)

Your ticket is not valid when:

- You don't meet the dates of stay, purpose or status requirements for the fare
- We find that the ticket was bought using an exploitative practice

Prohibited booking practices

Reservations made to exploit or circumvent fare and ticket rules are prohibited.

Examples include (but are not limited to):

- Purchasing a ticket without intending to fly all flights to gain lower fares (hidden city ticketing)
- Buying a ticket without intending to travel, including to gain access to our airport lounges or other facilities
- Combining 2 or more roundtrip excursion fares end-to-end to circumvent minimum stay requirements (back-to-back ticketing)
- Booking a ticket in someone's name without the person's consent (which is illegal)
- Holding reservations for reasons like securing upgrades, blocking seats or obtaining lower fares
- Automated re-shopping conducted by you or your agent, or through an authorized third party that is enabled or assisted by you or your agent
- Booking duplicate or impossible trips, for example multiple trips for the same passenger around the same time (trips a passenger physically could not complete)

If we find evidence that you or your agent are using a prohibited practice, we reserve the right to:

- Cancel any unused part of the ticket
- Refuse to let the passenger fly and check bags
- Not refund an otherwise refundable ticket
- Charge you for what the ticket would have cost if you hadn't booked it fraudulently
- Require you refund to us any compensation we provided like bag delivery costs, and reimbursement for clothes
 or toiletries because of late or lost bags

Fare errors

If we sell a fare in error, we have the right to cancel the ticket. This includes fare errors, computer errors and third party errors (human or computer). We try to prevent, detect and correct errors as soon as possible.

When we issue a mistaken fare, we'll void the ticket, give a full refund and notify you within:

- 72 hours after we learn of the mistaken fare
- At least 24 hours before departure if you bought the ticket less than 72 hours before departure

You may also like...

Customer service and contingency plans »

Contact American »

Baggage »

① Back to top

Help	About American	Extras	
Contact American	About us	Business programs	
Receipts and refunds	We're hiring! Join our	Gift cards Ø	
FAQs	team 🗗	American Airlines	
Agency reference 2	Investor relations Ø	credit card	
American Airlines	Newsroom @	Trip insurance	
Cargo 2	Legal, privacy,		
Bag and optional fees	copyright		
Customer service and contingency plans	Environmental, social and governance Ø		
Conditions of carriage	Combating human trafficking		
	Browser compatibility		
	Web accessibility		

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Special offer: Earn 75,000 bonus miles. Terms apply.



☑ Link opens in new window. Site may not meet accessibility guidelines. AA.com®







Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal

Withheld Due to Confidential Information
Pending Motion for Leave to File Under Seal

Withheld Due to Confidential Information Pending Motion for Leave to File Under Seal

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Mark:



US Serial Number: 85825121 Application Filing Jan. 16, 2013

Date:

US Registration 4449061 Registration Date: Dec. 10, 2013

Number:

Register: Principal

Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Feb. 24, 2024

Publication Date: Jun. 18, 2013 Notice of Allowance Date: Aug. 13, 2013

Mark Information

Mark Literal None

Elements:

Standard Character No

Claim:

Mark Drawing 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S) /NUMBER(S)

Type

Description of The mark consists of a stylized eagle with one blue wing and one red wing separated by a white and gray eagle head.

Mark

Color Drawing: Yes

Color(s) Claimed: The color(s) blue, white, red, and gray is/are claimed as a feature of the mark.

Design Search 03.15.01 - Eagles

Code(s): 03.15.19 - Birds in flight or with outspread wings

03.15.24 - Stylized birds

Related Properties Information

International 1180965

Registration Number:

International A0033947/1180965

Application(s) /Registration(s) Based on this Property:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [..] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then

be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership

International 035 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of

travel by means of a global computer network

International 039 - Primary Class

U.S Class(es): 100, 105

U.S Class(es): 100, 101, 102

Class(es):

Class Status: ACTIVE Basis: 1(a)

First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Providing travel agency services, namely, providing temporary lodging reservation services for others

International 043 - Primary Class

U.S Classi

U.S Class(es): 100, 101

Class(es):

Class Status: ACTIVE Basis: 1(a)

First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

Basis Information (Case Level)

Filed Use: No Currently Use: Yes
Filed ITU: Yes Currently ITU: No
Filed 44D: No Currently 44D: No
Filed 44E: No Currently 44E: No
Filed 66A: No Currently 66A: No
Filed No Basis: No Currently No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.
Owner Address: 1 Skyview Drive

MD 8B503

Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION State or Country DELAWARE

Where Organized:

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Attorney Name: Eric J. Maiers Docket Number: 177306.06930

Attorney Primary chiipmail@gtlaw.com Attorney Email Yes
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Name/Address: Greenberg Traurig, LLP

77 W. Wacker Drive Suite 3100

Chicago, ILLINOIS UNITED STATES 60601

Phone: 312.456.8400 Fax: 312.456.8435

Correspondent e- chiipmail@gtlaw.com matthewsk@gtlaw.com eric.

mail: maiers@gtlaw.com carrm@gtlaw.com

Correspondent e- Yes

mail Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Uescription	Proceeding Number
Feb. 24, 2024	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Feb. 24, 2024	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	
Feb. 24, 2024	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Feb. 23, 2024	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Aug. 29, 2023	TEAS SECTION 8 & 9 RECEIVED	
Dec. 10, 2022	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Aug. 20, 2021	NOTICE OF SUIT	
Mar. 19, 2020	NOTICE OF SUIT	
Jan. 13, 2020	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Jan. 13, 2020	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Jan. 13, 2020	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Nov. 21, 2019	TEAS SECTION 8 & 15 RECEIVED	
Dec. 10, 2018	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Dec. 10, 2013	REGISTERED-PRINCIPAL REGISTER	
Nov. 06, 2013	NOTICE OF ACCEPTANCE OF STATEMENT OF USE E-MAILED	
Nov. 05, 2013	LAW OFFICE REGISTRATION REVIEW COMPLETED	
Nov. 04, 2013	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Nov. 04, 2013	ASSIGNED TO EXAMINER	
Oct. 31, 2013	STATEMENT OF USE PROCESSING COMPLETE	
Sep. 30, 2013	USE AMENDMENT FILED	
Oct. 25, 2013	CASE ASSIGNED TO INTENT TO USE PARALEGAL	
Sep. 30, 2013	TEAS STATEMENT OF USE RECEIVED	
Aug. 13, 2013	NOA E-MAILED - SOU REQUIRED FROM APPLICANT	
Jun. 18, 2013	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 18, 2013	PUBLISHED FOR OPPOSITION	
May 29, 2013	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 10, 2013	LAW OFFICE PUBLICATION REVIEW COMPLETED	
May 09, 2013	ASSIGNED TO LIE	
May 01, 2013	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 01, 2013	EXAMINER'S AMENDMENT ENTERED	
May 01, 2013	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
May 01, 2013	EXAMINERS AMENDMENT E-MAILED	
May 01, 2013	EXAMINERS AMENDMENT -WRITTEN	
Apr. 29, 2013	ASSIGNED TO EXAMINER	
Jan. 24, 2013	NOTICE OF DESIGN SEARCH CODE MAILED	
Jan. 23, 2013	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
Jan. 19, 2013	NEW APPLICATION ENTERED	
	TDA C4-66 1 T4' T-64'	

TM Staff and Location Information

TM Staff Information - None File Location

Current Location: GENERIC WEB UPDATE Date in Location: Feb. 24, 2024

Assignment Abstract Of Title Information

Summary

Total Assignments: 1 Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605 Pages: 47

Date Recorded: Sep. 25, 2020

Supporting assignment-tm-7061-0605.pdf

Documents:

Assignor

Name: AMERICAN AIRLINES, INC. Execution Date: Sep. 25, 2020 Legal Entity Type: CORPORATION

State or Country DELAWARE

Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION

State or Country ALABAMA Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290

MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent MILBANK LLP

Name:

Correspondent 55 HUDSON YARDS

Address: ATTN: NATHANIEL T. BROWAND

NEW YORK, NY 10001-2163

Domestic Representative - Not Found

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 341 of 509 PageID 8226

From: TMOfficialNotices@USPTO.GOV
Sent: Saturday, February 24, 2024 11:17 PM

To: XXXX

Cc: XXXX; XXXX; XXXX

Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 4449061: Miscellaneous Design: Docket/Reference No.

177306.06930

U.S. Serial Number: 85825121
U.S. Registration Number: 4449061
U.S. Registration Date: Dec 10, 2013
Mark: Miscellaneous Design
Owner: American Airlines, Inc.

Feb 24, 2024

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. The registration is renewed.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es): 035, 039, 043

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch_or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch vill only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at https://www.uspto.gov/trademark/ or contact the Trademark Assistance Center at 1-800-786-9199.

Approved for use through 01/31/2025, OMS 0651-0055

U.S. Parent and Trademark Office; U.S. DEPARTMENT OF OUMMERCE

Under the Passewerk Reception Act of 1995, no paragraphs are reperced to a collection of information unless it contains a valid OMB cornol number

Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 4449061 REGISTRATION DATE: 12/10/2013

MARK: (Stylized and/or with Design, Miscellaneous Mark (see, mark))

Current: The owner, American Airlines, Inc., a corporation of Delaware, having an address of

1 Skyview Drive MD 8B503 Fort Worth, Texas 76155 **United States**

XXXX

Proposed: The owner, American Airlines, Inc., a corporation of Delaware, having an address of

MD 8B503 1 Skyview Drive Fort Worth, Texas 76155 United States XXXX

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 035, the mark is in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN0-419086-2023072513070 5228686 . Flight Symbol - 35.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 039, the mark is in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) photograph showing use of the mark in connection with the listed services.

Specimen File1

Webpage URL: None Provided

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 343 of 509 PageID 8228

Webpage Date of Access: None Provided

For International Class 043, the mark is in use in commerce on or in connection with **all** goods/services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing travel agency services, namely, providing temporary lodging reservation services for others; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN2-419086-2023072513070 5228686 . Flight Symbol - 43.pdf

Converted PDF file(s) (2 pages)

Specimen File1 Specimen File2

Webpage URL: None Provided

Webpage Date of Access: None Provided

The owner's/holder's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The owner's/holder's proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Samuel Chase Means, Maja Sherman, Katie Cronin, Erik Bokar, Molly Carr, Jonathan Easter. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current)

Eric J. Maiers
PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com
SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED
The docket/reference number is 177306.06930.

Correspondence Information (proposed)

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carrm@gtlaw.com The docket/reference number is 177306.06930.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$1575 will be submitted with the form, representing payment for 3 class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 419086-113409014 . Dec l 4449061.pdf

Converted PDF file(s) (2 pages)

Signature File1 Signature File2

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Signature method: Handwritten

Mailing Address (current):

Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

Mailing Address (proposed):

Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

Serial Number: 85825121

Internet Transmission Date: Tue Aug 29 11:37:22 ET 2023 TEAS Stamp: USPTO/S08N09-X.X.XX.XX-20230829113723230 323-4449061-850123aa464f658dc2db531ce5a6 f2418b2826be36fd355ddfc77bd2d8a074f-DA-3 7228537-20230829113409014321



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TRAVEL INFORMATION

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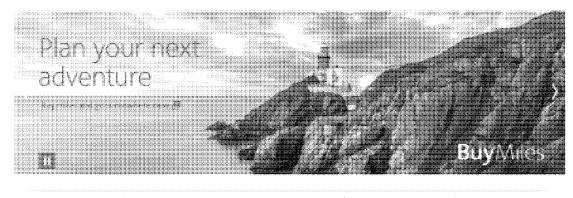




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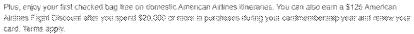
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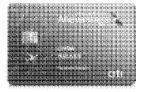
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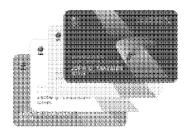
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Page 3 of 3



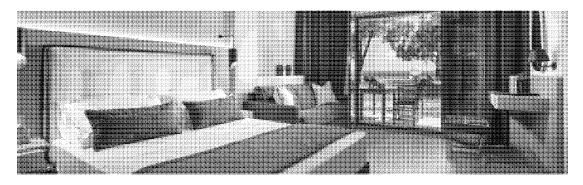
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Hotels



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Page 2 of 2

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number

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Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9 Handwritten Signature or Digital Signature

Review the complete <u>filing details</u> before signing. Preparers printing this form for handwritten signature should also print the filing details for signatory review.

A fee payment in the amount of \$1575 will be submitted with the application, representing payment for 3 class(es).

MARK: Miscellaneous Mark (stylized and/or with design, see



Applicant(s): Eric J. Maiers.

Correspondence email address: chiipmail@gtlaw.com;matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carrn@gtlaw.com

Declaration

Read the following statements before signing. Acknowledge the statements by signing below.

- Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or
 in connection with the goods/services or to indicate membership in the collective membership
 organization identified above, as evidenced by the attached specimen(s).
- Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as
 currently used in commerce on or in connection with the goods/services/collective membership
 organization.
- The registrant requests that the registration be renewed for the goods/services/collective organization identified above.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry

reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

• The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature Section

Signature:

Date: /6 /4-205 Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Document generated on August 15, 2023 at 04:28:16 PM ET

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 353 of 509 PageID 8238

From: TMOfficialNotices@USPTO.GOV
Sent: Monday, January 13, 2020 11:07 PM

To: XXXX

Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4449061: Miscellaneous Design: Docket/Reference

No. 177306.06930

U.S. Serial Number: 85825121
U.S. Registration Number: 4449061
U.S. Registration Date: Dec 10, 2013
Mark: Miscellaneous Design
Owner: American Airlines, Inc.

Jan 13, 2020

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15** declaration is acknowledged.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es): 035, 039, 043

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

https://tsdr.uspto.gov/#caseNumber=85825121&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch_NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at https://www.uspto.gov/trademark/ or contact the Trademark Assistance Center at 1-800-786-9199.

Under the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless it displays a valid OMB control number.

OMB No. 8891-9988 (Exp.18/3-/2021)

Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 4449061 **REGISTRATION DATE:** 12/10/2013

MARK: (Stylized and/or with Design, Miscellaneous Mark (see, mark))

The owner, American Airlines, Inc., a corporation of Delaware, having an address of

MD 8B503 1 Skyview Drive Fort Worth, Texas 76155 United States XXXX (authorized)

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 035, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN0-66195542-20191107164755526297 . Flight symbol spec 35.pdf

Converted PDF file(s) (4 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

For International Class 039, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(e), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shot from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 355 of 509 PageID 8240

SPN1-66195542-20191107164755526297 . flight symbol spec 39.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

For International Class 043, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing travel agency services, namely, providing temporary lodging reservation services for others; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN2-66195542-20191107164755526297 . Flight symbol spec 43.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

The applicant's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The applicants proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Jeffrey G. Mote, Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Michael Friedman, Sara Skulman, Chase Means, Maja Sherman. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

The applicant's current correspondence information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The applicants proposed correspondence information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The docket/reference number is 177306.06930.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

A fee payment in the amount of \$975 will be submitted with the form, representing payment for 3 class(es), plus any additional grace period fee, if necessary.

Declaration

(2)	Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
(2)	Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
	The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration.
M	There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register.
V	There is no proceeding involving said rights pending and not finally disposed of either in the United States Patent and Trademark Office or in a court.
Ø	To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
	The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /DB280/ Date: 11/21/2019 Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Intellectual Property and Data Counsel

Mailing Address (current): Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

Mailing Address (proposed):
Greenberg Traurig, LLP

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 357 of 509 PageID 8242

77 W. Wacker Drive Chicago, Illinois 60601

Serial Number: 85825121

Internet Transmission Date: Thu Nov 21 16:55:44 EST 2019 TEAS Stamp: USPTO/S08N15-XX.XXX.XX.XX.201911211655447 37985-4449061-70041c45860372ebb2f7c6f9ea

54751494 deb 32c3fff 0217 adf 13795 e981bf 3-DA

11/7/2019

AAdvantage - AAdvantage program - American Airlines

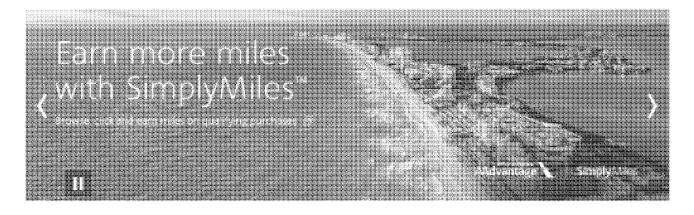


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Partner offers »

Request missing partner miles »

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Upgrades

Use your miles to upgrade to First or Business on American and select partner airlines. You can use your miles for yourself or for anyone else!

Award travel »

Hotels, cars and more

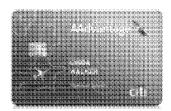
Redeem your miles for hotel stays, rental cars, vacation packages and other retail products.

Car/hotel awards @

Vacation packages @

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Get the most out of your AAdvantage® account with the Citi® / AAdvantage® Platinum Select® card



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2/4

11/7/2019

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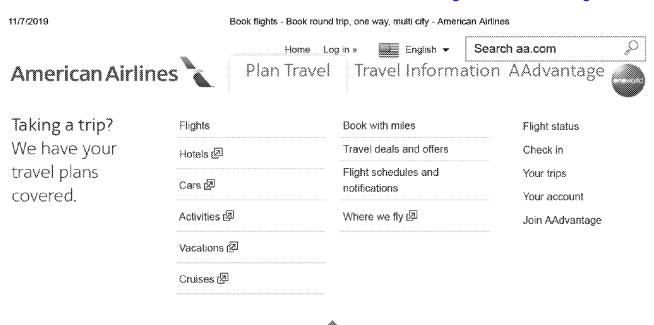
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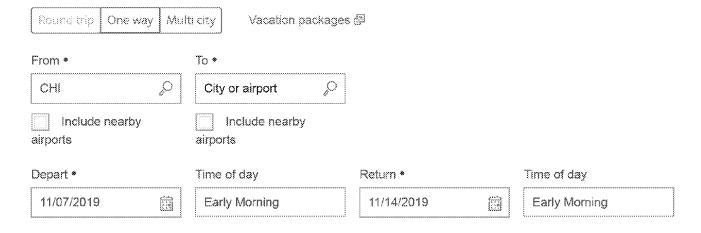
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Passengers

Number of passengers	Passenger 1

1

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Unaccompanied minors @

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American Airlines credit card

Trip insurance

Gift cards 🗐

CoBrowse



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AVIS: MaBudget: Up to 35% savings plus AAdvantage" miles (\$

2/3

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 364 of 509 PageID 8249

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Customer service and contingency plans

Web accessibility

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English (US)



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From cozy bed & breakfasts to luxury hotels

Where are you going?

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Check-out

2 adults + 0 children + 1 room

I'm traveling for work

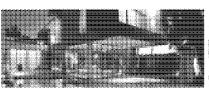
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1/2

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United States of America United States Patent and Trademark Office



Reg. No. 4,449,061

AMERICAN AIRLINES, INC. (DELAWARE CORPORATION) 4333 AMON CARTER BLVD.

Registered Dec. 10, 2013 FORT WORTH, TX 76155

SERVICE MARK

PRINCIPAL REGISTER

Int. Cls.: 35, 39, and 43 FOR: PROMOTING THE GOODS AND SERVICES OF OTHERS BY MEANS OF A DISCOUNT REWARDS PROGRAM AND AN INCENTIVE AWARDS PROGRAM WHEREBY PURCHASE POINTS ARE AWARDED FOR PURCHASES MADE BY VENDOR SUBSCRIBERS AND TRAVEL CONDUCTED BY MEMBER SUBSCRIBERS WHICH CAN THEN BE REDEEMED FOR MERCHANDISE AND TRAVEL; ONLINE RETAIL STORE SERVICES FEATURING TOYS, JEWELRY, BOOKS, OFFICE SUPPLIES, CONSUMER ELECTRONICS, MUSIC, SPORTING EQUIPMENT, GIFTS, TRAVEL RELATED GOODS AND SERVICES, APPAREL, HOME AND GARDEN-RELATED ITEMS, GENERAL RETAIL MERCHANDISE, GIFT CARDS, AND PRIVATE CLUB MEMBERSHIP, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013.

FOR: AIR TRANSPORTATION OF PASSENGERS, CARGO, AND FREIGHT; PROVIDING TRAVEL AGENCY SERVICES, NAMELY, PROVIDING TRANSPORTATION RESERVATION SERVICES FOR OTHERS, AIR TRANSPORTATION RESERVATION SERVICES FOR OTHERS, VEHICLE RESERVATION SERVICES FOR OTHERS, CRUISE RESERVATION SERVICES FOR OTHERS AND VACATION TRANSPORTATION RESERVATION SERVICES BY MEANS OF A GLOBAL COMPUTER NETWORK; PROVIDING INFORMATION IN THE FIELD OF TRAVEL BY MEANS OF A GLOBAL COMPUTER NETWORK, IN CLASS 39 (U.S. CLS. 100



FIRST USE 1-21-2013; IN COMMERCE 1-21-2013.

FOR: PROVIDING TRAVEL AGENCY SERVICES, NAMELY, PROVIDING TEMPORARY LODGING RESERVATION SERVICES FOR OTHERS, IN CLASS 43 (U.S. CLS. 100 AND

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013.

Commissioner for Trademarks of the

United States Patent and Trademark Office

THE MARK CONSISTS OF A STYLIZED EAGLE WITH ONE BLUE WING AND ONE RED WING SEPARATED BY A WHITE AND GRAY EAGLE HEAD.

 $\label{eq:Reg.No.4,449,061} Reg.~No.~4,449,061~\mbox{ The color(s) blue, white, red, and gray is/are claimed as a feature of the mark.}$

SN 85-825,121, FILED 1-16-2013.

ZACHARY R. SPARER, EXAMINING ATTORNEY

Page: 2 / RN # 4,449,061

PTC Form 1553 (Rev 9/2005) OMS No. 9851-5654 (Exp. 10/31/2017)

Trademark/Service Mark Statement of Use (15 U.S.C. Section 1051(d))

To the Commissioner for Trademarks:

MARK: Miscellaneous Mark (Stylized and/or with Design, see http://tess2.uspto.gov/ImageAgent/ImageAgentProxy?getImage=85825121)

SERIAL NUMBER: 85825121

The applicant, American Airlines, Inc., having an address of 4333 Amon Carter Blvd.
Fort Worth, Texas 76155
United States
is submitting the following allegation of use information:

For International Class 035:

Current identification: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail store services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) webpage providing and advertising services.

Original PDF file:

SPN0-3898152163-152206498 . 12901-4381 Flight Symbol Specimen - Class 35.pdf Converted PDF file(s) (1 page)
Specimen File1

For International Class 039:

Current identification: Air transportation of passengers, cargo, and freight; providing travel agency services, namely, providing transportation reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation transportation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) webpage providing and advertising services.

Original PDF file:

<u>SPN1-3898152163-152206498</u>. <u>12901-4381</u> Flight Symbol Specimen - Class 39 and 43.pdf **Converted PDF file(s)** (2 pages)

Specimen FileI

Specimen File2

For International Class 043:

Current identification: Providing travel agency services, namely, providing temporary lodging reservation services for others

The mark is in use in commerce on or in connection with all of the goods/services, or to indicate membership in the collective organization listed in the application or Notice of Allowance or as subsequently modified for this specific class.

The mark was first used by the applicant, or the applicant's related company, licensee, or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one specimen for the class showing the mark as used in commerce on or in connection with any item in the class, consisting of a(n) webpage providing and advertising services.

Original PDF file:

<u>SPN2-3898152163-152206498</u>. 12901-4381 Flight Symbol Specimen - Class 39 and 43.pdf **Converted PDF file(s)** (2 pages)

Specimen File1
Specimen File2

The applicant is not filing a Request to Divide with this Allegation of Use form.

A fee payment in the amount of \$300 will be submitted with the form, representing payment for the allegation of use for 3 classes.

Declaration

Applicant requests registration of the above-identified trademark/service mark in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq., as amended). Applicant is the owner of the mark sought to be registered, and is using the mark in commerce on or in connection with the goods/services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements may jeopardize the validity of the form or any resulting registration, declares that he/she is properly authorized to execute this form on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Signature: /DB280/ Date Signed: 09/30/2013 Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

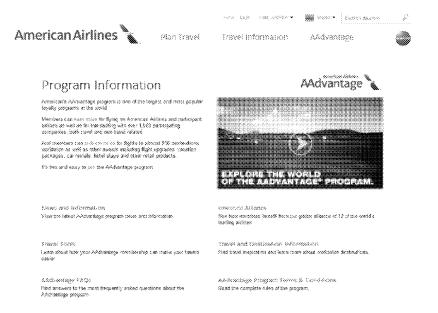
RAM Sale Number: 85825121 RAM Accounting Date: 10/01/2013

Serial Number: 85825121

Internet Transmission Date: Mon Sep 30 15:14:34 EDT 2013 TEAS Stamp: USPTO/SOU-XX.XXX.XXX.2013093015143487

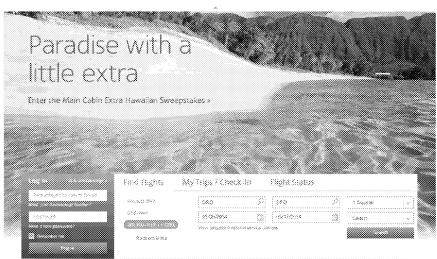
3779-85825121-5007e98b8762b1de07687835e3 ca18e4e94c22f7a10f1955df37730940b18d8c8-

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Trademark/Service Mark Application, Principal Register

Serial Number: 85825121 Filing Date: 01/16/2013

To the Commissioner for Trademarks:

MARK: (Stylized and/or Design, see mark)

The color(s) blue, white, red and gray is/are claimed as a feature of the mark. The mark consists of a stylized eagle with one blue wing and one red wing separated by a white and gray eagle head.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of

4333 Amon Carter Blvd. Fort Worth, Texas 76155 United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Promoting the goods and services of others by means of a discount rewards program and an incentive awards program whereby purchase points are awarded for purchases made by vendor subscribers and travel conducted by member subscribers which can then be redeemed for merchandise and travel; Online retail services featuring toys, jewelry, books, office supplies, consumer electronics, music, sporting equipment, gifts, travel related goods and services, apparel, home and garden-related items, general retail merchandise, gift cards, and private club membership

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

International Class 039: Air transportion of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

Intent to Use: The applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services. (15 U.S.C. Section 1051(b)).

The applicant's current Attorney Information:

Jeffrey A. Handelman and Nicholas G. de la Torre, Scott J. Slavick, Jennifer J. Theis, Andrew J. Avsec, and Tiffany D. Shimada of BRINKS HOFER GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

United States

The attorney docket/reference number is 12901/.

The applicant's current Correspondence Information:

Jeffrey A. Handelman

BRINKS HOFER GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

officeactions@brinkshofer.com;jhandelman@brinkshofer.com; aavsec@brinkshofer.com; jtheis@brinkshofer.com; nicholasd@brinkshofer.com (authorized)

A fee payment in the amount of \$650 has been submitted with the application, representing payment for 2 class(es).

Declaration

The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. Section 1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his/her own knowledge are true; and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /DB280/ Date: 01/16/2013 Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

RAM Sale Number: 8138

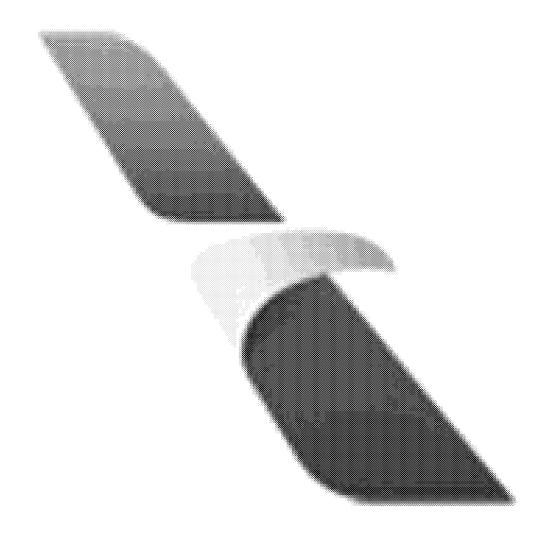
RAM Accounting Date: 01/17/2013

Serial Number: 85825121

Internet Transmission Date: Wed Jan 16 19:13:22 EST 2013

TEAS Stamp: USPTO/BAS-XX.XX.XXX.XXX-2013011619132247

4949-85825121-4908d2a9db547e017c36c43919 6e5bd943-DA-8138-20130116135150058887



Generated on: This page was generated by TSDR on 2024-03-21 12:44:41 EDT

Mark: AMERICAN AIRLINES



US Serial Number: 86488996 Application Filing Dec. 23, 2014

Date:

US Registration 4939082 Registration Date: Apr. 19, 2016

Number:

Register: Principal Mark Type: Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Jul. 06, 2022 Publication Date: Feb. 02, 2016

Mark Information

Mark Literal AMERICAN AIRLINES

Elements:

Standard Character Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Claim:

Mark Drawing 4 - STANDARD CHARACTER MARK

Type:

Disclaimer: "AIRLINES" Acquired In whole

Distinctiveness

Claim:

Related Properties Information

International 1266184

Registration Number:

International A0047386/1266184

Application(s) /Registration(s) Based on this Property:

Claimed Ownership 514294, 1845693, 2054132 and others

of US Registrations:

Goods and Services

The following symbols indicate that the registrant/owner has amended the goods/services:

- · Brackets [..] indicate deleted goods/services;
- Double parenthesis ((,)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks ".." identify additional (new) wording in the goods/services.

For: Sales promotion; promoting the goods and services of others by means of a loyalty program, discount program, and an incentive awards program whereby purchase points are earned or awarded for purchases made from vendor subscribers or travel conducted by

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 378 of 509 PageID 8263

member subscribers which can then be redeemed for merchandise and travel; online retail store services featuring gift cards and private club membership; promoting the goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise

International 035 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Apr. 20, 1981 Use in Commerce: Apr. 20, 1981

For: Repair and maintenance of aircraft, vehicles, aircraft-related facilities, baggage-related facilities, and air travel-related facilities; refueling of aircraft and land vehicles; ground support services in the field of air transportation, namely, aircraft de-icing services,

aircraft interior and exterior cleaning, and sanitation

International 037 - Primary Class

U.S Class(es): 100, 103, 106

U.S Class(es): 100, 101, 102

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: 1934 Use in Commerce: 1934

For: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, namely, coordinating travel arrangements for individuals and for groups, providing air transportation reservation services for others, providing vehicle reservation services for others, providing cruise reservation services for others, and providing vacation reservation services by means of a global computer network, namely, coordinating travel arrangements for individuals and for groups; providing information in the field of travel by means of a global computer network; providing lounge facilities, namely, airport services featuring transit lounge facilities for passenger relaxation and also including shower facilities

International 039 - Primary Class

U.S Class(es): 100, 105

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: 1934 Use in Commerce: 1934

For: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of an inflight entertainment system; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of a personal computer or tablet

International 041 - Primary Class

U.S Class(es): 100, 101, 107

Class Status: ACTIVE

Class(es):

Basis: 1(a)

First Use: Sep. 1997 Use in Commerce: Sep. 1997

For: Food and drink catering; providing food and beverage services in conjunction with providing facilities in the form of a private club for conducting business, meetings and conferences; providing conference room facilities, food and beverage lounge facilities, and amenities, namely, food, drink, catering, and restaurant; providing hotel reservation and coordination services for others by means of a global computer network; travel agency services, namely, making reservations and booking for temporary lodging; entertainment services, namely, providing a general purpose arena facility for sports, entertainment, trade shows, exhibitions and conventions

International 043 - Primary Class

U.S Class(es): 100, 101

Class(es):

Class Status: ACTIVE Basis: 1(a)

> Use in Commerce: 1939 First Use: 1939

Basis Information (Case Level)

Filed Use: Yes Currently Use: Yes Filed ITU: No Currently ITU: No Filed 44D: No Currently 44D: No Filed 44E: No Currently 44E: No

Filed 66A: No Currently 66A: No Currently No Basis: No Filed No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.

Owner Address: MD 8B503 1 Skyview Drive

Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION

Where Organized:

State or Country DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric J. Maiers Docket Number: 177306.06910

Attorney Primary CHIIPMAIL@GTLAW.COM Attorney Email Yes Email Address: Authorized:

Correspondent

Correspondent Eric J. Maiers

Name/Address: Greenberg Traurig, LLP

77 W. Wacker Drive

Suite 3100

Chicago, ILLINOIS UNITED STATES 60601

Phone: 312,456,8400 Fax: 312.456.8435

Correspondent e- CHIIPMAIL@GTLAW.COM

mail: matthewsk@gtlaw.com brousseauj@gtlaw.com m

mail Authorized:

aierse@gtlaw.com

Domestic Representative - Not Found

Correspondent e- Yes

Prosecution History

Date	Description	Proceeding Number
Sep. 14, 2023	NOTICE OF SUIT	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Jul. 06, 2022	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Jul. 06, 2022	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Jun. 29, 2022	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Jan. 25, 2022	TEAS SECTION 8 & 15 RECEIVED	
Aug. 20, 2021	NOTICE OF SUIT	
Apr. 19, 2021	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Mar. 19, 2020	NOTICE OF SUIT	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jan. 08, 2018	REVIEW OF CORRESPONDENCE COMPLETE - INFORMATION MADE OF RECORD	
Dec. 29, 2017	TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS	
Apr. 19, 2016	REGISTERED-PRINCIPAL REGISTER	
Feb. 02, 2016	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Feb. 02, 2016	PUBLISHED FOR OPPOSITION	
Jan. 13, 2016	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Dec. 29, 2015	LAW OFFICE PUBLICATION REVIEW COMPLETED	
Dec. 17, 2015	APPROVED FOR PUB - PRINCIPAL REGISTER	
Dec. 17, 2015	EXAMINER'S AMENDMENT ENTERED	
Dec. 17, 2015	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED	
Dec. 17, 2015	EXAMINERS AMENDMENT E-MAILED	
Dec. 17, 2015	EXAMINERS AMENDMENT -WRITTEN	
Dec. 17, 2015	PREVIOUS ALLOWANCE COUNT WITHDRAWN	

Dec. 01, 2015	WITHDRAWN FROM PUB - OG REVIEW QUERY
Nov. 13, 2015	LAW OFFICE PUBLICATION REVIEW COMPLETED
Nov. 06, 2015	ASSIGNED TO LIE
Sep. 28, 2015	APPROVED FOR PUB - PRINCIPAL REGISTER
Sep. 28, 2015	EXAMINER'S AMENDMENT ENTERED
Sep. 28, 2015	NOTIFICATION OF EXAMINERS AMENDMENT E-MAILED
Sep. 28, 2015	EXAMINERS AMENDMENT E-MAILED
Sep. 28, 2015	EXAMINERS AMENDMENT -WRITTEN
Sep. 11, 2015	TEAS/EMAIL CORRESPONDENCE ENTERED
Sep. 10, 2015	CORRESPONDENCE RECEIVED IN LAW OFFICE
Sep. 10, 2015	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Mar. 11, 2015	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Mar. 11, 2015	NON-FINAL ACTION E-MAILED
Mar. 11, 2015	NON-FINAL ACTION WRITTEN
Mar. 09, 2015	ASSIGNED TO EXAMINER
Dec. 31, 2014	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
Dec. 26, 2014	NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information - None File Location

Current Location: TMEG LAW OFFICE 105 Date in Location: Jul. 06, 2022

Assignment Abstract Of Title Information

Summary

Total Assignments: 1 Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605 Pages: 47

Date Recorded: Sep. 25, 2020

Supporting assignment-tm-7061-0605.pdf

Documents:

Assignor

 Name:
 AMERICAN AIRLINES, INC.
 Execution Date:
 Sep. 25, 2020

 Legal Entity Type:
 CORPORATION
 State or Country
 DELAWARE

Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION State or Country ALABAMA

Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290

MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent MILBANK LLP

Name:

Correspondent 55 HUDSON YARDS

Address: ATTN: NATHANIEL T. BROWAND

NEW YORK, NY 10001-2163

Domestic Representative - Not Found

Proceedings

Summary

Number of 7 Proceedings:

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 381 of 509 PageID 8266

From: TMOfficialNotices@USPTO.GOV
Sent: Wednesday, July 6, 2022 11:02 PM

To: XXXX

Cc: XXXX; XXXX; XXXX

Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 4939082: AMERICAN AIRLINES: Docket/Reference

No. 177306.06910

U.S. Serial Number: 86488996 U.S. Registration Number: 4939082 U.S. Registration Date: Apr 19, 2016 Mark: AMERICAN AIRLINES Owner: American Airlines, Inc.

Jul 6, 2022

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15** declaration is acknowledged.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):

035, 037, 039, 041, 043

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

https://tsdr.uspto.gov/#caseNumber=86488996&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch
or contact the Trademark Assistance
Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

https://tsdr.uspto.gov/#caseNumber=86488996&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at https://www.uspto.gov/trademark/ or contact the Trademark Assistance Center at 1-800-786-9199.

PTO-1583

Approved for one through 61/31/2020 ONE 0851-0005
U.S. Person and Trademan's Office; U.S. DEPARTMENT OF COMMERCE
Unique for Papernous Restances and of 1995, palipoists are encound to respond to a collection of information unique it contains a valid CAB control number.

Combined Declaration of Use and Incontestability under Sections 8 & 15 To the Commissioner for Trademarks:

REGISTRATION NUMBER: 4939082 **REGISTRATION DATE:** 04/19/2016

MARK: AMERICAN AIRLINES

Current: The owner, American Airlines, Inc., a corporation of Delaware, having an address of

4333 Amon Carter Boulevard Fort Worth, Texas 76155 United States

Proposed: The owner, American Airlines, Inc., a corporation of Delaware, having an address of

MD 8B503 1 Skyview Drive Fort Worth, Texas 76155 United States XXXX

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 035, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Sales promotion; promoting the goods and services of others by means of a loyalty program, discount program, and an incentive awards program whereby purchase points are earned or awarded for purchases made from vendor subscribers or travel conducted by member subscribers which can then be redeemed for merchandise and travel; online retail store services featuring gift cards and private club membership; promoting the goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN0-419086-2022011416223 4956913 . AMERICAN AIRLIN ES spec IC 35.pdf

Converted PDF file(s) (5 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Specimen File5

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 037, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Repair and maintenance of aircraft, vehicles, aircraft-related facilities, baggage-related facilities, and air travel-related facilities; refueling of aircraft and land vehicles; ground support services in the field of air transportation, namely, aircraft de-icing services, aircraft interior and exterior cleaning, and sanitation; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective

membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) photographs of signage showing use of the mark in connection with the listed services.

Specimen File1 Specimen File2

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 039, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, namely, coordinating travel arrangements for individuals and for groups, providing air transportation reservation services for others, providing vehicle reservation services for others, providing cruise reservation services for others, and providing vacation reservation services by means of a global computer network, namely, coordinating travel arrangements for individuals and for groups; providing information in the field of travel by means of a global computer network; providing lounge facilities, namely, airport services featuring transit lounge facilities for passenger relaxation and also including shower facilities; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN2-419086-2022011416223 4956913 . AMERICAN AIRLINES spec IC 39.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 041, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight entertainment services, namely, providing passengers with entertainment services in the form of providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of an inflight entertainment system; providing in-flight entertainment services, namely, providing movies, radio and radio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, tablets, video and online games, and children's programming, all by means of a personal computer or tablet; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shot from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN3-419086-2022011416223 4956913 . AMERICAN AIRLIN ES spec IC 41.pdf

Converted PDF file(s) (6 pages)

Specimen File1

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 384 of 509 PageID 8269

Specimen File2

Specimen File3

Specimen File4

Specimen File5

Specimen File6

Webpage URL: None Provided

Webpage Date of Access: None Provided

For International Class 043, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Food and drink catering; providing food and beverage services in conjunction with providing facilities in the form of a private club for conducting business, meetings and conferences; providing conference room facilities, food and beverage lounge facilities, and amenities, namely, food, drink, catering, and restaurant; providing hotel reservation and coordination services for others by means of a global computer network; travel agency services, namely, making reservations and booking for temporary lodging; entertainment services, namely, providing a general purpose arena facility for sports, entertainment, trade shows, exhibitions and conventions; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from Registrant's website showing use of the mark in connection with the listed services.

Original PDF file:

SPN4-419086-2022011416223 4956913 . AMERICAN AIRLINES spec IC 43.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

Webpage URL: None Provided

Webpage Date of Access: None Provided

The owner's/holder's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The owner's/holder's proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Jeffrey G. Mote, Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Sara Skulman, Chase Means, Maja Sherman, Katie Cronin, Erik Bokar, Molly Carr. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100
77 W. Wacker Drive
Chicago, Illinois 60601
United States

The docket/reference number is 177306.06910.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 385 of 509 PageID 8270

The email address is CHIIPMAIL@GTLAW.COM

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current):

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Correspondence Information (proposed):

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: CHIIPMAIL@GTLAW.COM

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): matthewsk@gtlaw.com; maierse@gtlaw.com; brousseauj@gtlaw.com

The docket/reference number is 177306.06910.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$2125 will be submitted with the form, representing payment for 5 class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 419086-155920955 . Sig ned Declaration - AMERICA N AIRLINES.pdf

Converted PDF file(s) (1 page)

Signature File1

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Signature method: Handwritten

Mailing Address (current):

Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

Mailing Address (proposed):

Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

Serial Number: 86488996

Internet Transmission Date: Tue Jan 25 16:00:59 ET 2022 TEAS Stamp: USPTO/S08N15-X.X.XX.XX-20220125160059697

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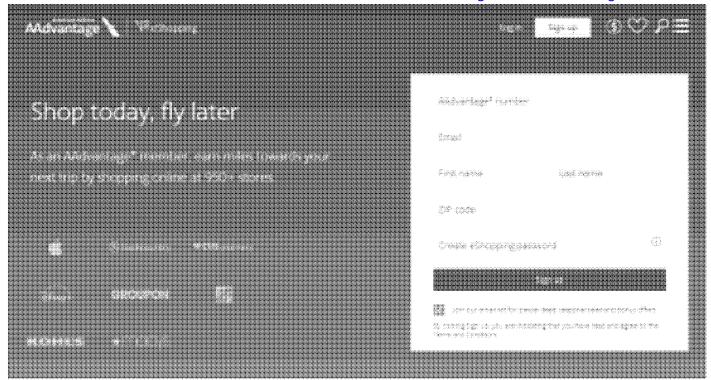
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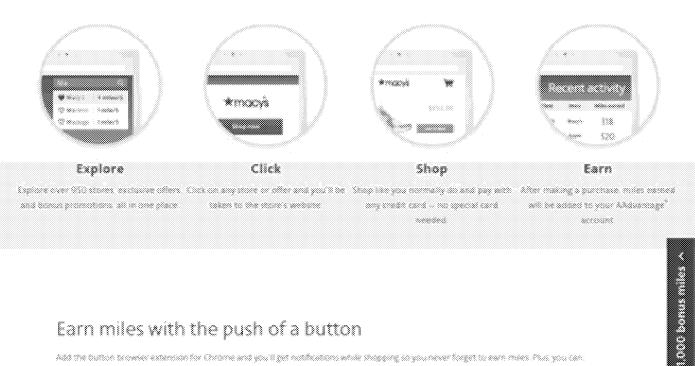
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Page 387 of 509 PageID 8272 Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24



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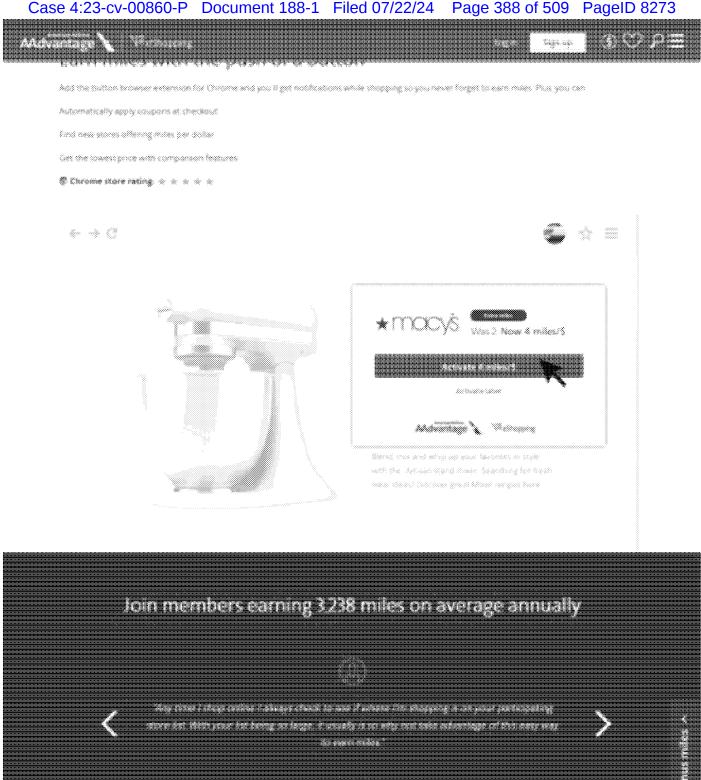


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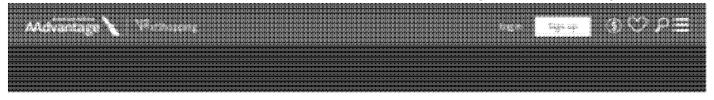
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Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 389 of 509 PageID 8274



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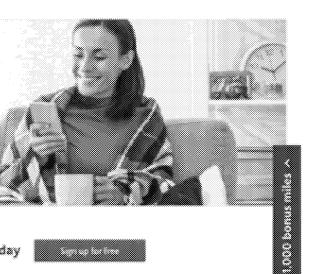
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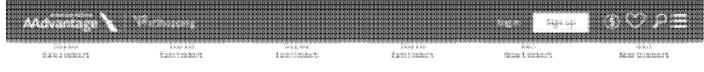


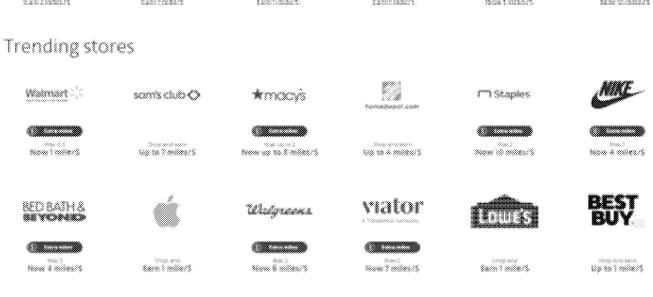
Treat yourself and earn up to 1,000 bonus miles

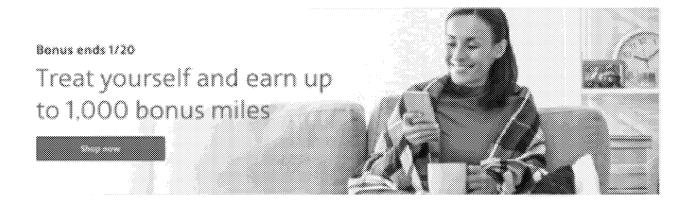
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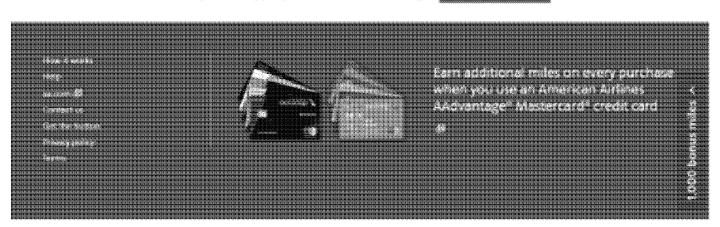
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Page 4 of 4





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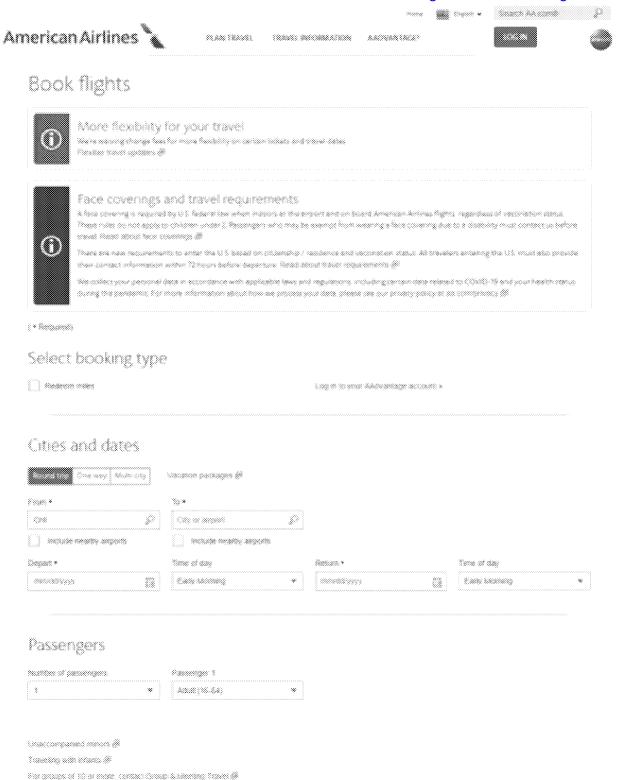
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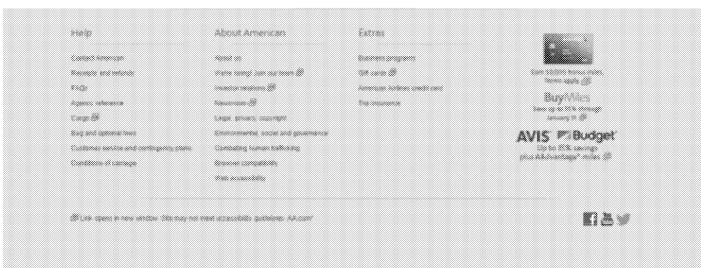
Page 1 of 2

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 395 of 509 PageID 8280

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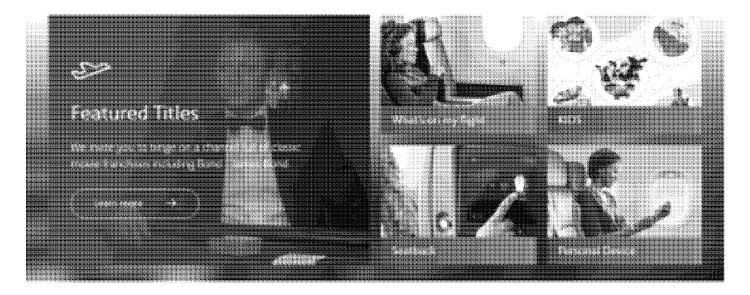
Page 1 of 5

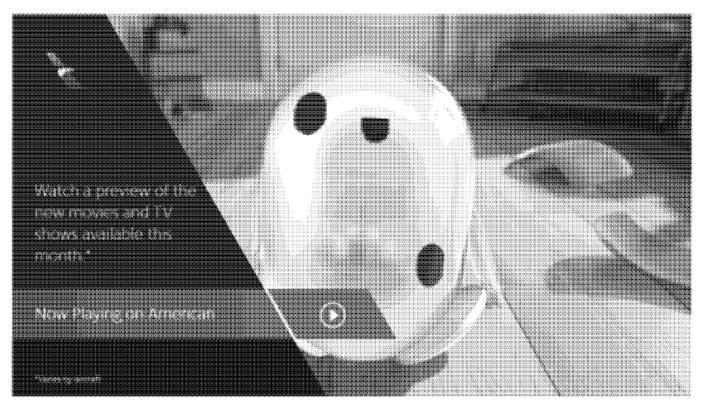
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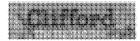


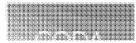






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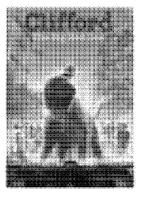
Page 2 of 5

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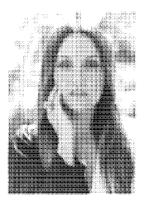
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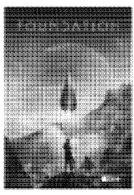
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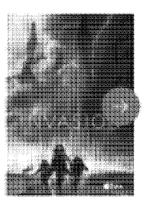
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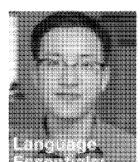
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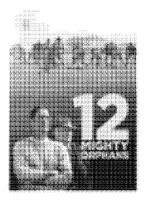
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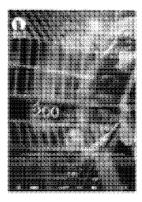
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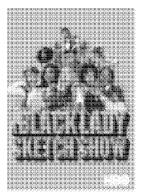
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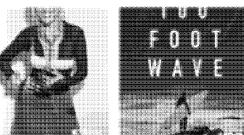
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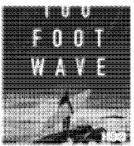
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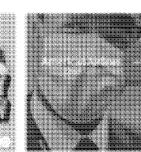


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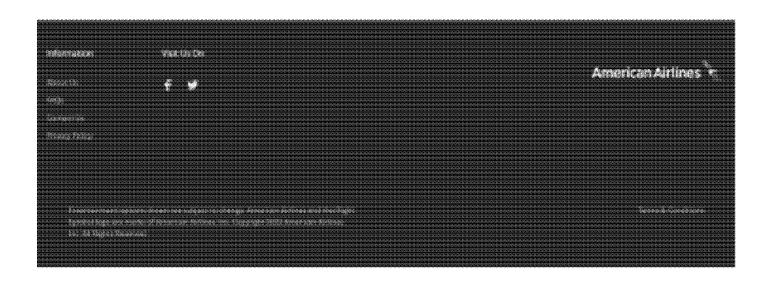


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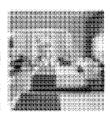
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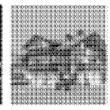
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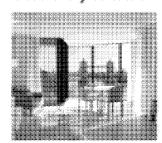
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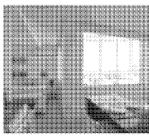
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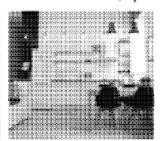
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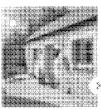












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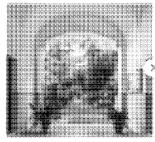












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Declaration

Read the following statements before signing. Acknowledge the statements by signing below.

- Unless the owner has specifically daimed excusable nonuse, the mark is in use in commerce on or in connection with the goods/services or to indicate membership in the collective membership organization identified above, as evidenced by the attached specimen(s).
- Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as currently used in commerce on or in connection with the goods/services/collective membership organization.
- The mark has been in continuous use in commerce for five consecutive years after the date of registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on or in connection with all goods/services, or to indicate membership in the collective membership organization, listed in the existing registration.
- There has been no final decision adverse to the owner's claim of ownership of such mark for such goods/services, or to indicate membership in the collective membership organization, or to the owner's right to register the same or to keep the same on the register.
- There is no proceeding involving said rights pending and not finally disposed of either in the United States Patent and Trademark Office or in a court.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 9 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature Section

Signature:___

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

NOTE TO APPLICANT: When filed as part of the electronic form (i.e., scanned and attached as an image file), the signature page must include both the signature information and the declaration language. Do not include the entire application, but do ensure that the declaration language actually appears; a signature by itself will not be acceptable. If, due to browser limitations, the declaration language appears on a previous page when printed, you must "merge" the declaration and signature block onto a single page prior to signing, so that the one complete poge can be scanned to create an acceptable image file. It is recommended that you copy-and-paste the entire text form into another document, manipulate the spacing there to move the declaration and signature section to a separate page, and then print this new version of the text form to send to the signatory.

https://nexa.uspin.gov/posheg/set_service?ss/mbsign&siamg=USPTG/SibmH6-4,1.90.86-20225121152208768667-6TEAS-8/28986687cifss14cccs4cid. 67



AMERICAN AIRLINES

Reg. No. 4,939,082

AMERICAN AIRLINES, INC. (DELAWARE CORPORATION) 4333 AMON CARTER BOULEVARD

Registered Apr. 19, 2016 FORT WORTH, TX 76155

Int. Cls.: 35, 37, 39, 41

and 43

SERVICE MARK

PRINCIPAL REGISTER

FOR: SALES PROMOTION; PROMOTING THE GOODS AND SERVICES OF OTHERS BY MEANS OF A LOYALTY PROGRAM, DISCOUNT PROGRAM, AND AN INCENTIVE AWARDS PROGRAM WHEREBY PURCHASE POINTS ARE EARNED OR AWARDED FOR PURCHASES MADE FROM VENDOR SUBSCRIBERS OR TRAVEL CONDUCTED BY MEMBER SUBSCRIBERS WHICH CAN THEN BE REDEEMED FOR MERCHANDISE AND TRAVEL: ONLINE RETAIL STORE SERVICES FEATURING GIFT CARDS AND PRIVATE CLUB MEMBERSHIP; PROMOTING THE GOODS AND SERVICES OF OTHERS BY MEANS OF PROVIDING AN ON-LINE SHOPPING MALL WITH LINKS TO THE RETAIL WEB SITES OF OTHERS IN THE FIELD OF BOOKS, COMPUTERS, SOFTWARE, OFFICE SUPPLIES, CONSUMER ELECTRONICS, MUSIC, SPORTING AND RECREATIONAL EQUIPMENT, GIFTS, TRAVEL ITEMS, APPAREL, JEWELRY, HEALTH AND BEAUTY, TOYS, TRAVEL, HOME AND GARDEN-RELATED ITEMS, AND GENERAL RETAIL MERCHANDISE, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-20-1981; IN COMMERCE 4-20-1981.

FOR: REPAIR AND MAINTENANCE OF AIRCRAFT, VEHICLES, AIRCRAFT-RELATED FACILITIES, BAGGAGE-RELATED FACILITIES, AND AIR TRAVEL-RELATED FACILITIES; REFUELING OF AIRCRAFT AND LAND VEHICLES; GROUND SUPPORT SERVICES IN THE FIELD OF AIR TRANSPORTATION, NAMELY, AIRCRAFT DE-ICING SERVICES, AIRCRAFT INTERIOR AND EXTERIOR CLEANING, AND SANITATION, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FIRST USE 0-0-1934; IN COMMERCE 0-0-1934.

FOR: AIR TRANSPORT OF PASSENGERS, CARGO, AND FREIGHT; PROVIDING TRAVEL AGENCY SERVICES, NAMELY, PROVIDING TRAVEL RESERVATION SERVICES FOR OTHERS, NAMELY, COORDINATING TRAVEL ARRANGEMENTS FOR INDIVIDUALS AND FOR GROUPS, PROVIDING AIR TRANSPORTATION RESERVATION SERVICES FOR OTHERS, PROVIDING VEHICLE RESERVATION SERVICES FOR OTHERS, PROVIDING CRUISE RESERVATION SERVICES FOR OTHERS, AND PROVIDING VACATION RESER-VATION SERVICES BY MEANS OF A GLOBAL COMPUTER NETWORK, NAMELY, CO-ORDINATING TRAVEL ARRANGEMENTS FOR INDIVIDUALS AND FOR GROUPS;



Michelle K. Zen

Director of the United States Patent and Trademark Office

Reg. No. 4,939,082 Providing information in the field of travel by means of a global COMPUTER NETWORK; PROVIDING LOUNGE FACILITIES, NAMELY, AIRPORT SERVICES FEATURING TRANSIT LOUNGE FACILITIES FOR PASSENGER RELAXATION AND ALSO INCLUDING SHOWER FACILITIES, IN CLASS 39 (U.S. CLS. 100 AND 105).

FIRST USE 0-0-1934; IN COMMERCE 0-0-1934.

FOR: PROVIDING ONLINE ELECTRONIC PUBLICATIONS, NAMELY, ONLINE MAGAZINES AND ONLINE NEWSLETTERS IN THE FIELD OF GENERAL INTEREST; PUBLICATION OF MAGAZINES; PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING PASSENGERS WITH ENTERTAINMENT SERVICES IN THE FORM OF PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING MOVIES, RADIO AND RADIO PROGRAMS, MUSIC, DOCUMENTARIES, MUSIC VIDEOS, NEWS AND INFORMATION IN THE FIELD OF SPORTS, LIVE AND RECORDED TELEVISION PROGRAMS, E-BOOKS, TABLETS, VIDEO AND ONLINE GAMES, AND CHILDREN'S PROGRAMMING, ALL BY MEANS OF AN INFLIGHT ENTERTAINMENT SYSTEM; PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING PASSEN-GERS WITH ENTERTAINMENT SERVICES IN THE FORM OF PROVIDING IN-FLIGHT ENTERTAINMENT SERVICES, NAMELY, PROVIDING MOVIES, RADIO AND RADIO PROGRAMS, MUSIC, DOCUMENTARIES, MUSIC VIDEOS, NEWS AND INFORMATION IN THE FIELD OF SPORTS, LIVE AND RECORDED TELEVISION PROGRAMS, E-BOOKS, TABLETS, VIDEO AND ONLINE GAMES, AND CHILDREN'S PROGRAMMING, ALL BY MEANS OF A PERSONAL COMPUTER OR TABLET, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 9-0-1997; IN COMMERCE 9-0-1997.

FOR: FOOD AND DRINK CATERING; PROVIDING FOOD AND BEVERAGE SERVICES IN CONJUNCTION WITH PROVIDING FACILITIES IN THE FORM OF A PRIVATE CLUB FOR CONDUCTING BUSINESS, MEETINGS AND CONFERENCES; PROVIDING CONFERENCE ROOM FACILITIES, FOOD AND BEVERAGE LOUNGE FACILITIES, AND AMENITIES, NAMELY, FOOD, DRINK, CATERING, AND RESTAURANT; PROVIDING HOTEL RESER-VATION AND COORDINATION SERVICES FOR OTHERS BY MEANS OF A GLOBAL COMPUTER NETWORK; TRAVEL AGENCY SERVICES, NAMELY, MAKING RESERVA-TIONS AND BOOKING FOR TEMPORARY LODGING; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A GENERAL PURPOSE ARENA FACILITY FOR SPORTS, ENTER-TAINMENT, TRADE SHOWS, EXHIBITIONS AND CONVENTIONS, IN CLASS 43 (U.S. CLS. 100 AND 101)

FIRST USE 0-0-1939; IN COMMERCE 0-0-1939.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 514,294, 2,054,132 AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AIRLINES", APART FROM THE MARK AS SHOWN.

SEC. 2(F).

SER. NO. 86-488,996, FILED 12-23-2014.

MARK SHINER, EXAMINING ATTORNEY

Page: 2 / RN # 4,939,082

FTO Form 1478 (Rev 9/2008) CMS No. 9851-9699 (Exp 12/31/2014)

Trademark/Service Mark Application, Principal Register

Serial Number: 86488996 Filing Date: 12/23/2014

To the Commissioner for Trademarks:

MARK: AMERICAN AIRLINES (Standard Characters, see <u>mark</u>)
The literal element of the mark consists of AMERICAN AIRLINES.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of 4333 Amon Carter Boulevard Fort Worth, Texas 76155 United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 035: Sales promotion; promoting the goods and services by means of loyalty program, discount program, and an incentive awards program whereby purchase points are earned or awarded for purchases made from vendor subscribers or travel conducted by member subscribers which can then be redeemed for merchandise and travel; retail services featuring gift cards and private club membership; promoting the goods and services by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 04/20/1981, and first used in commerce at least as early as 04/20/1981, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website advertising services.

Original PDF file:

SPE00-3898152163-20141216171150848760 . 12901-4356 specimen cl 35.pdf

Converted PDF file(s) (1 page)

Specimen File1

Original PDF file:

SPE00-3898152163-20141216171150848760 . 12901-4356 specimen cl 35-b.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

International Class 037: Repair and maintenance of aircraft, vehicles, aircraft-related facilities, baggage-related facilities, and air travel-related facilities; refueling of aircraft and land vehicles; ground support services in the field of air transportation, namely, aircraft de-icing services, aircraft interior and exterior cleaning, and sanitation

In International Class 037, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1934, and first used in commerce at least as early as 00/00/1934, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website advertising services.

Original PDF file:

SPE0120-3898152163-20141216171150848760 . 12901-4356 specimen el 37.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 409 of 509 PageID 8294

International Class 039: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services by means of a global computer network; providing information in the field of travel by means of a global computer network

In International Class 039, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1934, and first used in commerce at least as early as 00/00/1934, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website demonstrating use of mark in connection with services.

Original PDF file:

SPE0120-3898152163-20141216171150848760 . 12901-4356 specimen cl 39.pdf

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Specimen File1

Specimen File2

International Class 041: Providing online electronic publications, namely online magazines and online newsletters; publication of magazines; providing in-flight entertainment services; entertainment services, namely, providing an arena facility for sports, entertainment, trade shows, exhibitions and conventions

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 09/00/1997, and first used in commerce at least as early as 09/00/1997, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website advertising services.

Original PDF file:

SPE01230-3898152163-20141216171150848760 . 12901-4356 specimen cl 41.pdf

Converted PDF file(s) (5 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Specimen File5

International Class 043: Food and drink catering; providing food and beverage services in conjunction with providing facilities in the form of a private club for conducting business, meetings and conferences; providing conference room facilities, lounge facilities, and amenities; providing hotel reservation and coordination services for others by means of a global computer network; travel agency services, namely, making reservations and booking for temporary lodging

In International Class 043, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 00/00/1939, and first used in commerce at least as early as 00/00/1939, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods and/or services, consisting of a(n) website demonstrating use of mark in connection with services.

Original PDF file:

SPE012340-3898152163-20141216171150848760 . 12901-4356 specimen cl 43.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

The applicant claims ownership of U.S. Registration Number(s) 0514294, 1845693, 2054132, and others.

The applicant's current Attorney Information:

Andrew J. Avsec and Jeffery A. Handelman, Nicholas G. de la Torre, Scott J. Slavick, Jennifer J. Theis, Genevieve E. Adams, Michael Friedman, and Craig C. Bradley of BRINKS GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

United States

The attorney docket/reference number is 12901/4356.

The applicant's current Correspondence Information:

Andrew J. Avsec BRINKS GILSON & LIONE P.O. Box 10395 Chicago, Illinois 60610 (312) 321-4200(phone) (312) 321-4299(fax)

Of fice actions @brinksgilson.com; and seed @brinksgilson.com; jhandelman @brinksgilson.com; sslavick @brinksgilson.com; rrios @brinksgilson.com (authorized)

A fee payment in the amount of \$1625 has been submitted with the application, representing payment for 5 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. Section 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant or the applicant's related company or licensee is using the mark in commerce on or in connection with the goods/services in the application, and such use by the applicant's related company or licensee inures to the benefit of the applicant; the specimen(s) shows the mark as used on or in connection with the goods/services in the applicant filed an application under 15 U.S.C. Section 1051(b), Section 1126(d), and/or Section 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other person has the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /DB280/ Date: 12/18/2014 Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

RAM Sale Number: 86488996 RAM Accounting Date: 12/23/2014

Serial Number: 86488996

Internet Transmission Date: Tue Dec 23 12:05:15 EST 2014

TEAS Stamp: USPTO/BAS-XX.XX.XXX.XXX-2014122312051558

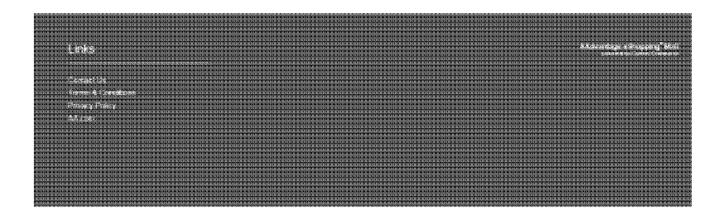
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The AAdvantage eShopping³⁴⁵ mall is an exciting way to earn AAdvantage miles with over 300 retailers when you shop online. Nordstrom, Apple, Best Buy, Macy's and Home Depot are just a few of the many featured retailers where you can earn miles for shopping through the mall.



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American Airlines°

American Airlines Maintenance Services

Fact Sheet

American Airlines Maintenance Services, the maintenance and engineering arm of the airline, offers a full line of airframe, engine and component, and line maintenance services, customizing those services to meet the specific needs of the client. American's MRO business has a growing customer base of more than 70 different entities ranging from numerous domestic and international airlines to Original Equipment Manufacturer (OEM) to the U.S. military.

American has three overhaul maintenance bases located in Tulsa, Okla., Fort Worth, Texas and Kansas City, Mo., along with line stations located throughout its domestic and international network. American Airlines Maintenance Services brings a broad range of maintenance capabilities to the MRO demands of its customers. American's highly skilled Aviation Maintenance Technicians repair and maintain American's fleet of over 600 large jets as well as aircraft for dozens of other carriers.

Select Services Offered:

Aircraft Maintenance

American has the capability to perform line maintenance and overhaul work on a variety of fleet types, including but not limited to:

- A300-600
- Fokker 100
- Super 80
- B767

- B737
- B757
- B777

American performs more than 150,000 maintenance checks of various types each year, offers complete manufacturing and machine shop capabilities and has competitive turn times.

Aircraft Modifications

American has the capability to conduct all levels of service bulletins and airworthiness directive support. This includes:

- Crown skin replacement
- Empennage panel replacement
- Pylon modification
- · Landing gear work

- Mylar
- Interior changes
- Seat re-pitch
- · Winglet work

Back Shop Support

American maintains 80 percent of all back shop support in-house. This allows for excellent quality control and innovative engineering opportunities. Work provided includes:

- Metal spray
- Plating
- Electron beam welding
- High speed tip grinding for engine cores
- Standards lab tool calibration
- Heat treatment
- Slides

- Seats
- · Engineering support
- Floor board
- Plastics
- Wiring
- · Wheel and brake

April 2008

Maintenance Services Fact Sheet

Page 2

Components/Avionics

American has the capability to perform a myriad of component and avionics work, including:

- Flight instrumentation
- · Components for above mention fleet types
- · GPS installations
- · Halon recovery
- · Utilize Automated Test Equipment
- · Windshear installations
- Thrust reverser repair and modifications

Composite Repairs

American offers a state-of-the-art composite repair facility, and the airline has already developed many repairs for many A300, Super 80, 777, 767, 757 and 737 composite aircraft parts.

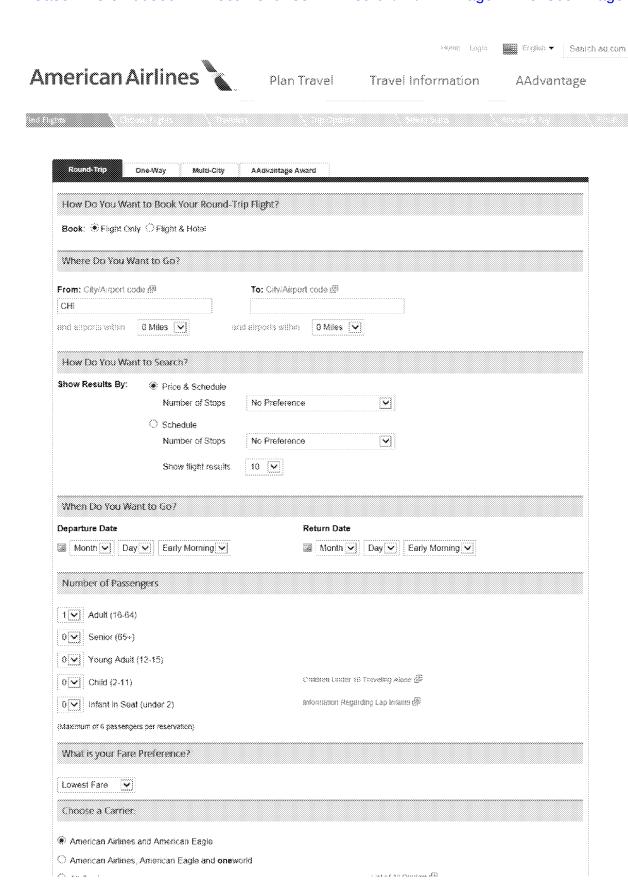
Engineering and Planning

American offers an expansive package of world-class engineering solutions for its customers, which include planning for future endeavors, developing technical publications and assisting with current challenges. These services range from developing and preparing engineering requirements for aircraft modification and cabin reconfigurations to developing maintenance programs.

Engine Work

American can conduct overhaul work on a variety of engine types including the CF6-80A, CF6-80C2, JT8D-217/219 and CFM56-7B. A prime example of American's ability to provide competitive maintenance work to third parties is its joint venture with Rolls Royce called TAESL (Texas Aero Engine Services Ltd). TAESL was formed in April 1998 to repair and overhaul the RB211 engine, which American has on its Boeing 757 fleet, and the Trent 800 engine, which is on American's Boeing 777 aircraft.

April 2008



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Bombardier CRJ-200

Bombardier CRJ-700

Sombardier CfU-900

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When it comes to inflight entertainment, you'll find more choices than ever before on your next flight. Sit back, relax, and let us entertain you. Catch up on a favorite television show, finally watch that move your irriends have been talking about, or play a video game. Or maybe you'd like to listen to music? We have up to 300 full CDs and music channels covering a wide variety of genres.

Highlights

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Movies, television and more

Entertainment available at every seat

On each of our new and refurbished planes, you will have access to the latest, personal in-seat entertainment. You can choose from various entertainment options on the seatback screen in front of you:

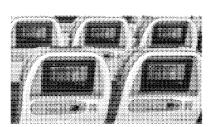
- Up to 250 movies*
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These entertainment options will be available gate to gate. Once you have taken your seat, you can begin enjoying your selection. We offer

this extertainment complimentary on all informational flights as well as in all First Class and Business Class cables. The Main Cabin offers a choice of complimentary or special entertainment packages for purchase.

*Gp to 250 movies on international tights and up to 150 movies on domestic tights.

See what's playing on your next flight #



Overhead video screens

We also offer overhead inflight emericalment options on select flights with NBCU on American. This includes full episodes of popular NBC entertainment as well as clips from hit late right comedy shows.

See what's playing on your next flight #

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The immovative Samsung Galaxy Tab^{tst}, featuring a 10.1 inch screen, allows for a customized viewing experience. Our First and Business Class passengers will enjoy this amenity on select international and transcontinental flights where insert entertainment is not available. You can expect a variety of entertainment options including:



- New movie releases and top classics
- Hit TV shows and games
- » Various music selections
- Best-setting book excerpts

Bring your own device

Browse our inflight library of movies and television shows which can be purchased and streamed to your Wi-Fi-enabled device.

Current devices that will stream these entertainment options include:

- * Laptops
- × iPad
- Galaxy Tab
- Motorola Xoom
- Smartphone
- Or any tablet that runs iOS or Android OS 3.2 and above

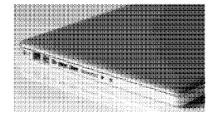
Follow these easy steps to stream video:



- 2. Click on the entertainment banner and select a movie or TV show.
- 3 Download plugin or tablet app, if prompted.
- 4 Log in or create an account.
- 5 Enjoy your program!

Entertainment options by airplane

	In-seat		Overhead	Streaming	Inflight
	entertainment	Tablets ¹	video	video	radio
Airtus A319	**				**



					*
Airbus A321					
Airbus A321T	*				
Boeing 737	₩ [₹]			₩2	
Boeing 757 domestic			₩	*	*
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We also have up to 18 channels that span classical, jazz, pop, country, alternative rock, international pop and more.

Our station names include:

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- * Chill
- The Hit List
- American Jukabox
- Country Reads
- a Cantlinks

- Latin Showcasa
- * Smooth
- * Pop Plano
- Japanese Horizons
- Rhythm of Brazil
- The Vault
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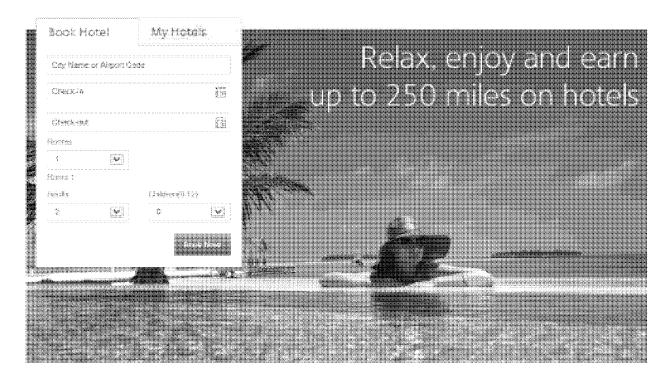
Taking deleviny of one new plane a week on overage.

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Hotels Pian Travel * Travel Tools *





Rev up your savings

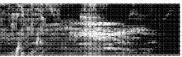
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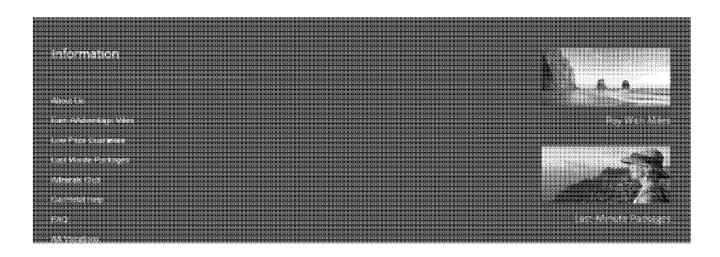
On the road again

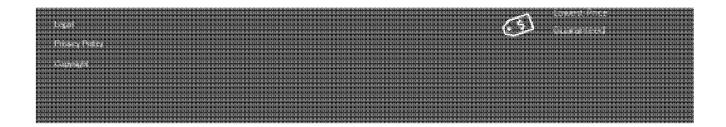
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Generated on: This page was generated by TSDR on 2024-03-21 12:48:33 EDT

Mark: AMERICAN AIRLINES

AMERICAN AIRLINES

US Serial Number: 86898575 Application Filing Feb. 05, 2016

Date:

US Registration 5279167 Registration Date: Sep. 05, 2017

Number:

Filed as TEAS RF: Yes Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.

Status Date: Mar. 19, 2024 Publication Date:Jun. 20, 2017

Mark Information

Mark Literal AMERICAN AIRLINES

Elements:

Standard Character Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Claim

Mark Drawing 4 - STANDARD CHARACTER MARK

Type:

Acquired In whole

Distinctiveness

Claim:

Related Properties Information

Claimed Ownership 514294, 1845693, 2381172

of US Registrations:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- · Brackets [..] indicate deleted goods/services;
- Double parenthesis ((.)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status

U.S Class(es): 021, 023, 026, 036, 038

International 009 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

First Use: Jul. 2010 Use in Commerce: Jul. 2010

App'x 1067

For: Providing Internet access

International 038 - Primary Class U.S Class(es): 100, 101, 104

Class(es):

Class Status: ACTIVE Basis: 1(a)

First Use: Mar. 2009 Use in Commerce: Mar. 2009

Basis Information (Case Level)

Filed Use: Yes Currently Use: Yes Filed ITU: No Currently ITU: No Filed 44D: No Currently 44D: No Filed 44E: No Currently 44E: No Filed 66A: No Currently 66A: No Currently No Basis: No Filed No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.

Owner Address: 1 Skyview Drive

MD 8B503

Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION State or Country DELAWARE

Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric J. Maiers Docket Number: 177306.14630

Attorney Primary chiipmail@gtlaw.com Attorney Email Yes Email Address: Authorized:

Correspondent

Correspondent Eric J. Maiers

Name/Address: Greenberg Traurig, LLP

77 W. Wacker Drive

Suite 3100

Chicago, ILLINOIS UNITED STATES 60601

Phone: 312.456.8400 Fax: 312.456.8435

Correspondent e- chiipmail@gtlaw.com matthewsk@gtlaw.com eric. Correspondent e- Yes

mail: maiers@gtlaw.com carrm@gtlaw.com mail Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Mar. 19, 2024	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Mar. 19, 2024	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
Mar. 06, 2024	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	
Sep. 14, 2023	TEAS SECTION 8 & 15 RECEIVED	
Sep. 14, 2023	NOTICE OF SUIT	
Sep. 05, 2022	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Aug. 20, 2021	NOTICE OF SUIT	
Mar. 19, 2020	NOTICE OF SUIT	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	

Jan. 08, 2018	REVIEW OF CORRESPONDENCE COMPLETE - INFORMATION MADE OF RECORD
Dec. 29, 2017	TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS
Sep. 05, 2017	REGISTERED-PRINCIPAL REGISTER
Jun. 20, 2017	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED
Jun. 20, 2017	PUBLISHED FOR OPPOSITION
May 31, 2017	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED
May 09, 2017	APPROVED FOR PUB - PRINCIPAL REGISTER
Apr. 29, 2017	TEAS/EMAIL CORRESPONDENCE ENTERED
Apr. 28, 2017	CORRESPONDENCE RECEIVED IN LAW OFFICE
Apr. 28, 2017	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Oct. 28, 2016	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Oct. 28, 2016	NON-FINAL ACTION E-MAILED
Oct. 28, 2016	NON-FINAL ACTION WRITTEN
Oct. 08, 2016	TEAS/EMAIL CORRESPONDENCE ENTERED
Oct. 07, 2016	CORRESPONDENCE RECEIVED IN LAW OFFICE
Oct. 07, 2016	TEAS RESPONSE TO OFFICE ACTION RECEIVED
Apr. 08, 2016	NOTIFICATION OF NON-FINAL ACTION E-MAILED
Арг. 08, 2016	NON-FINAL ACTION E-MAILED
Apr. 08, 2016	NON-FINAL ACTION WRITTEN
Apr. 01, 2016	ASSIGNED TO EXAMINER
Feb. 10, 2016	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED
Feb. 09, 2016	NEW APPLICATION ENTERED

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: FILE DESTROYED Date in Location: Mar. 19, 2024

Assignment Abstract Of Title Information

Summary

Total Assignments: 1 Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: 7061/0605 Pages: 47

Date Recorded: Sep. 25, 2020

Supporting assignment-tm-7061-0605.pdf

Documents:

Assignor

 Name:
 AMERICAN AIRLINES, INC.
 Execution Date:
 Sep. 25, 2020

 Legal Entity Type:
 CORPORATION
 State or Country
 DELAWARE

Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION State or Country ALABAMA

Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290

MINNEAPOLIS, MINNESOTA 55402

Correspondent

Correspondent MILBANK LLP

Name:

Correspondent 55 HUDSON YARDS

Address: ATTN: NATHANIEL T. BROWAND

NEW YORK, NY 10001-2163

Domestic Representative - Not Found

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 429 of 509 PageID 8314

From: TMOfficialNotices@USPTO.GOV
Sent: Tuesday, March 19, 2024 11:16 PM

To: XXXX

Cc: XXXX; XXXX; XXXX

Subject: Official USPTO Notice of Acceptance/Acknowledgement Sections 8 and 15: U.S. Trademark RN 5279167: AMERICAN AIRLINES: Docket/Reference

No. 177306.14630

U.S. Serial Number: 86898575 U.S. Registration Number: 5279167 U.S. Registration Date: Sep 5, 2017 Mark: AMERICAN AIRLINES Owner: American Airlines, Inc.

Mar 19, 2024

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF ACKNOWLEDGEMENT UNDER SECTION 15

The declaration of incontestability filed for the above-identified registration meets the requirements of Section 15 of the Trademark Act, 15 U.S.C. §1065. **The Section 15** declaration is acknowledged.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):

009, 038

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

Requirements in the First Ten Years

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between the 9th and 10th years after the registration date. See 15 U.S.C. §§1058, 1059.

Requirements in Successive Ten-Year Periods

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

https://tsdr.uspto.gov/#caseNumber=86898575&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=statusSearch
or contact the Trademark Assistance
Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

https://tsdr.uspto.gov/#caseNumber=86898575&caseSearchType=US_APPLICATION&caseType=DEFAULT&searchType=documentSearch_NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at https://www.uspto.gov/trademark/ or contact the Trademark Assistance Center at 1-800-786-9199.

PTO- 1583

Approved for use through 01/31/2025, OMB 0851-0055 U.S. Parent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Distrible Paperwork Reduction Act of 1965, he persons are required to respend to a collection of information unless it contains a valid OMB control number

Combined Declaration of Use and Incontestability under Sections 8 & 15

To the Commissioner for Trademarks:

REGISTRATION NUMBER: 5279167 **REGISTRATION DATE:** 09/05/2017

MARK: AMERICAN AIRLINES

Current: The owner, American Airlines, Inc., a corporation of Delaware, having an address of

4333 Amon Carter Boulevard Fort Worth, Texas 76155 United States

Proposed: The owner, American Airlines, Inc., a corporation of Delaware, having an address of

MD 8B503 1 Skyview Drive Fort Worth, Texas 76155 United States XXXX

is filing a Combined Declaration of Use and Incontestability under Sections 8 & 15.

For International Class 038, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Providing Internet access; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from mobile app showing use of the mark in connection with the listed services.

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Specimen File5

Specimen File.

Specimen File6

Specimen File7

Specimen File8 Specimen File9

Webpage URL: https://aainflight.com/#/Home_Page

Webpage Date of Access: 07/28/2023

Webpage URL: https://www.aainflight.com/com/#/wifi service details

Webpage Date of Access: 07/28/2023

For International Class 009, the mark is in use in commerce on or in connection with **all** of the goods/**all** of the services, or to indicate membership in the collective membership organization, listed in the existing registration for this specific class: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status; **and** the mark has been continuously used in commerce for five (5) consecutive years after the date of registration, or the date of publication under Section 12(c), and is still in use in commerce on or in connection with **all** goods/**all** services, or to indicate membership in the collective membership organization, listed in the existing registration for this class. Also, no final decision adverse to the owner's claim of ownership of such mark for those goods/services, or to indicate membership in the collective membership organization, exists, or to the owner's

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 431 of 509 PageID 8316

right to register the same or to keep the same on the register; and, no proceeding involving said rights pending and not disposed of in either the U.S. Patent and Trademark Office or the courts exists.

The owner is submitting one(or more) specimen(s) for this class showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) screen shots from website and mobile app showing use of the mark in connection with the listed services.

JPG file(s):

Specimen File1

Specimen File2

Specimen File3

Original PDF file:

SPN1-419086-2023072512005 5523813 . AMERICAN AIRLIN ES spec.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

Webpage URL: None Provided

Webpage Date of Access: None Provided

The owner's/holder's current attorney information: Eric J. Maiers. Eric J. Maiers of Greenberg Traurig, LLP, is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

The owner's/holder's proposed attorney information: Eric J. Maiers. Other appointed attorneys are Mark R. Galis, Jeffrey P. Dunning, Herbert H. Finn, Richard D. Harris, Gary R. Jarosik, Keith R. Jarosik, James J. Lukas, Jr., Cameron M. Nelson, Howard E. Silverman, Barry R. Horwitz, Matthew J. Levinstein, Marc Trachtenberg, Benjamin P. Gilford, Jonathan Giroux, Jacqueline Brousseau, Callie Sand, Samuel Chase Means, Maja Sherman, Katie Cronin, Erik Bokar, Molly Carr, Jonathan Easter, Olivia Mathews. Eric J. Maiers of Greenberg Traurig, LLP, is a member of the XX bar, admitted to the bar in XXXX, bar membership no. XXX, and the attorney(s) is located at

Suite 3100 77 W. Wacker Drive Chicago, Illinois 60601 United States

The docket/reference number is 177306.14630.

The phone number is 312.456.8400.

The fax number is 312.456.8435.

The email address is chiipmail@gtlaw.com

Eric J. Maiers submitted the following statement: The attorney of record is an active member in good standing of the bar of the highest court of a U.S. state, the District of Columbia, or any U.S. Commonwealth or territory.

Correspondence Information (current)

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): NOT PROVIDED

Correspondence Information (proposed)

Eric J. Maiers

PRIMARY EMAIL FOR CORRESPONDENCE: chiipmail@gtlaw.com

SECONDARY EMAIL ADDRESS(ES) (COURTESY COPIES): matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carrm@gtlaw.com

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 432 of 509 PageID 8317

The docket/reference number is 177306.14630.

Requirement for Email and Electronic Filing: I understand that a valid email address must be maintained by the owner/holder and the owner's/holder's attorney, if appointed, and that all official trademark correspondence must be submitted via the Trademark Electronic Application System (TEAS).

A fee payment in the amount of \$1050 will be submitted with the form, representing payment for 2 class(es), plus any additional grace period fee, if necessary.

Declaration

Original PDF file:

hw 419086-085348562 . Affidavit of Use - AMERICAN AIRLINES.pdf

Converted PDF file(s) (2 pages)

Signature File1
Signature File2

Signatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Signature method: Handwritten

Mailing Address (current):

Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

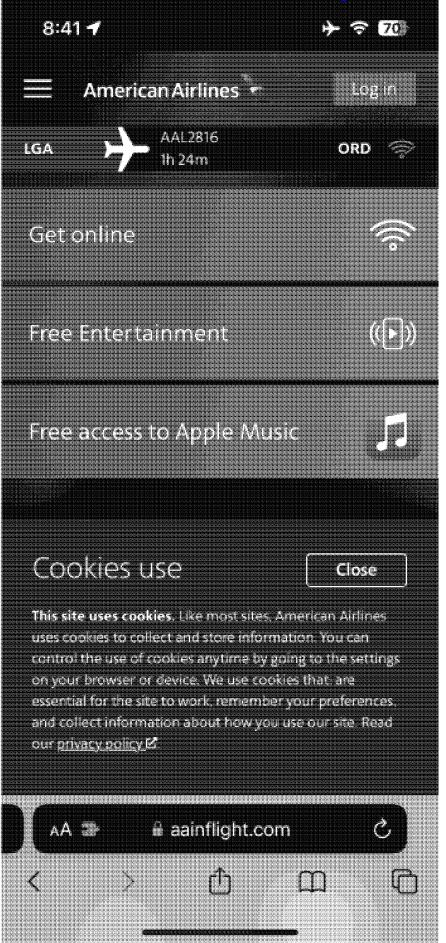
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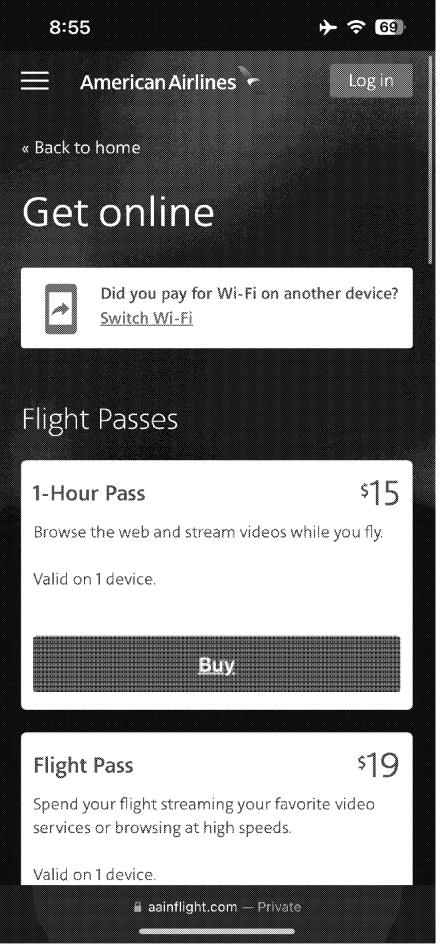
Greenberg Traurig, LLP 77 W. Wacker Drive Chicago, Illinois 60601

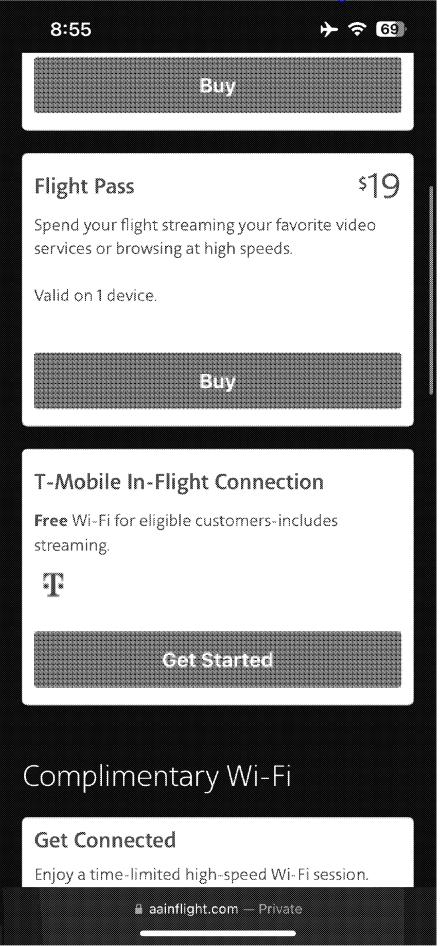
Serial Number: 86898575

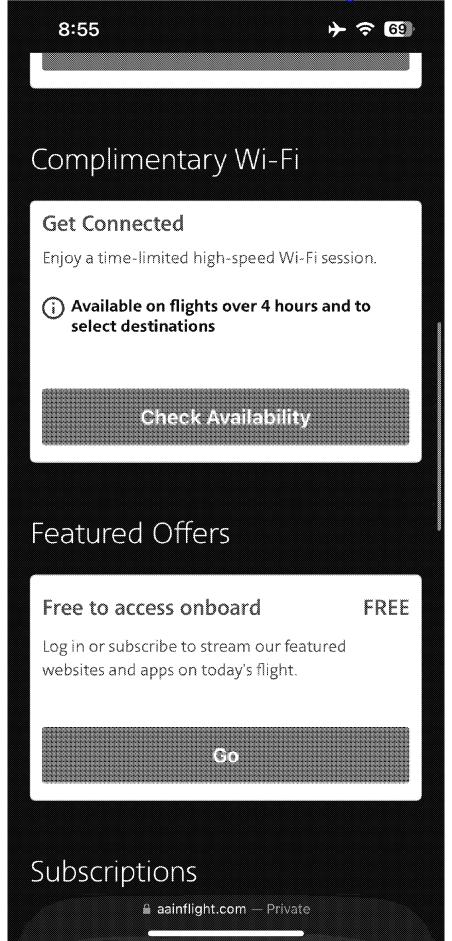
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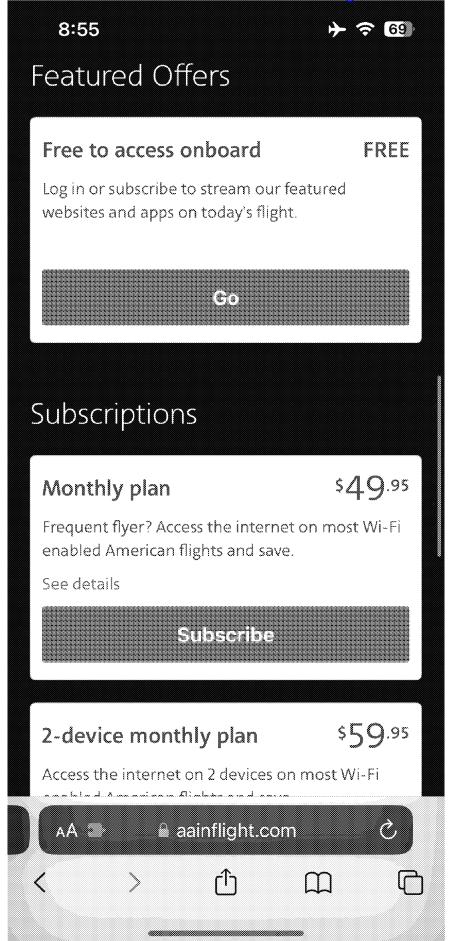
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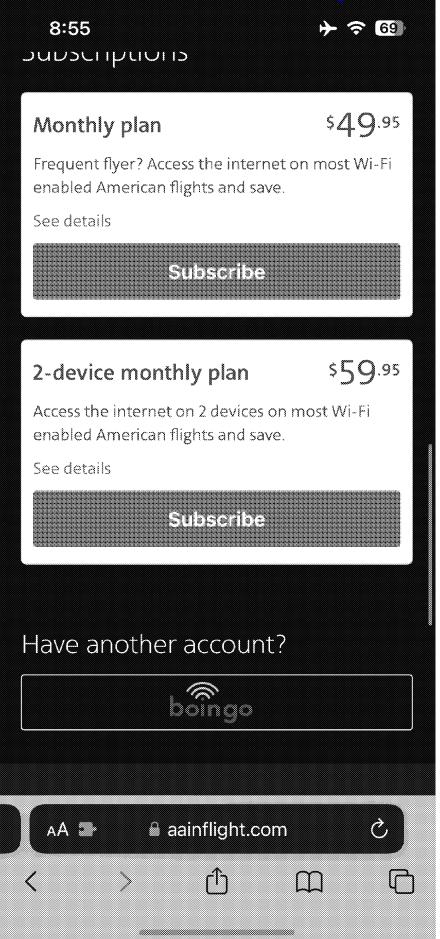


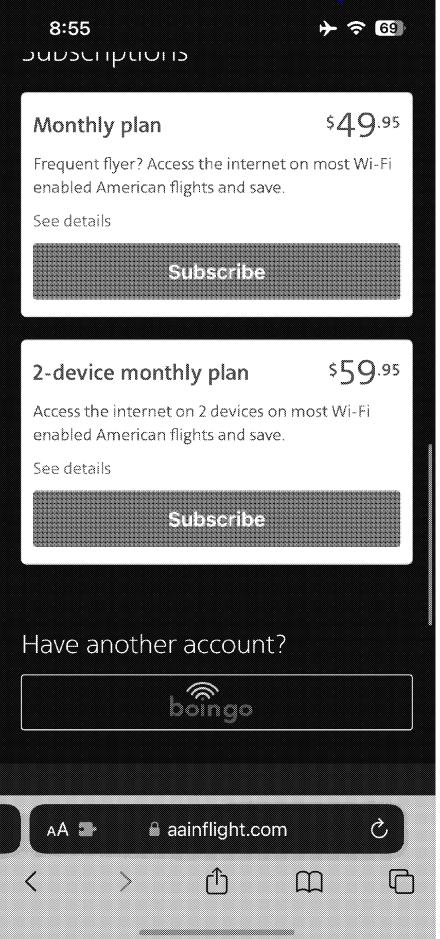


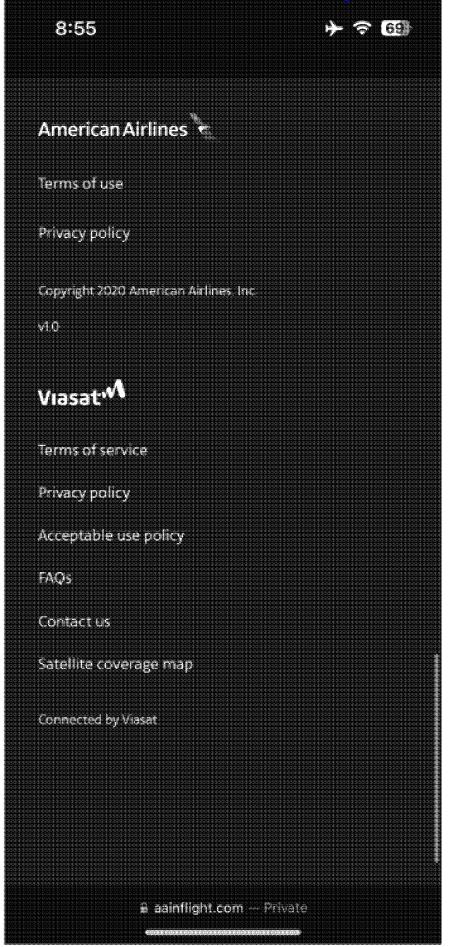


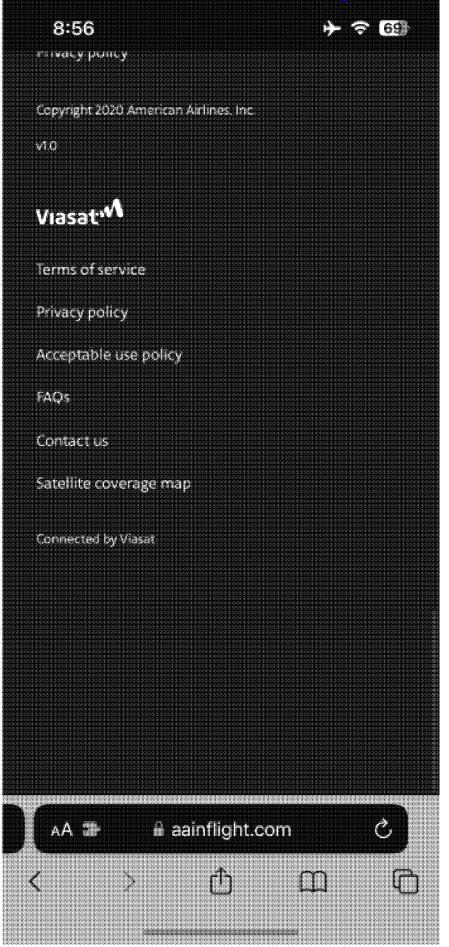




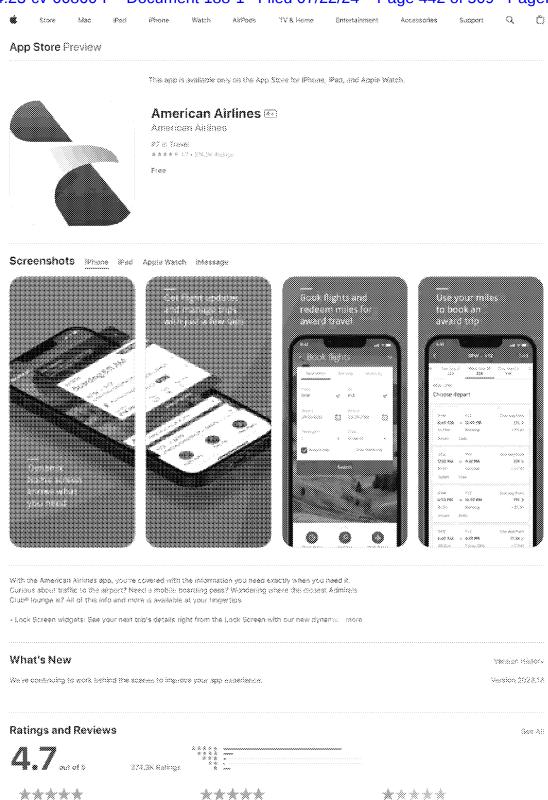








Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 442 of 509 PageID 8327



KLXA380, 67/11/2022

Customer complaints

Saige8.0, 96/01/2023

DO NOT FLY WITH THESE PEOPLE.

Document title: American Airlines on the App Store Capture URL: https://apps.apple.com/us/app/american-airlines/id382698565 Capture timestamp (UTC): Tue, 25 Jul 2023 15:56:43 GMT

marley_mare, 08/28/2001

Very helpfult!

Page 1 of 3

App Store Preview



marley,mae, 05/28/2021

Very helpfull!

I downloaded this app for my most recent trip to California and I'm so gled I did (I don't know now I would have survived without a)! The app was great at getting me checked in/boal more



KLXA080, 07/11/2022

Customer complaints

I just warned to make a note about some of the complexits about sequentage or American Airlines I do not work for either aadventage or American airliness. This review is bassed more



Saige0.0, 95/91/2023

DO NOT FLY WITH THESE PEOPLE.

I have used there airfance for the past couple years and all I can say is even spirit is better than them. From damaging my baggage twice and once refusing to list me file a claim. I more

App Privacy See Desails

The developer, American Alifines, indicated that the app's privacy practices may include handling of data as described below. For more information, see the developer's privacy policy

٩

Data Linked to You

u Data Not Linked to You

The following date may be episioted and linked to your identity:

The following time may be collected but it is not taked to your identity:

Exception

(Z)

O Health & Pitness

Figure dail Info

Purchases

Contact info

User Content

Browsing History

Search History

Bill Identifiers

Usige Dista

Diagnostics

Privacy practices may vary, for exemple, based on the features you use or your age. Learn More

Information

Seller American Airlines, Inc. Size 444 MB Category Davel Age Rating

Compatibility iPhone Requires (CS 15.6 or later.

Languages English

imaa

Requires (FedOS 15.0 or later.

iPod touch

Requires (OS 15.0 or later.

Copyrigh

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Price Free

Reserved.

Developer Website # App Support # Privacy Policy #

Supports



Wallet

Get all of your passes, tickets, cards, and

More By This Developer

You Might Also Like

Capture timestamp (UTC): Tue, 25 Jul 2023 15:56:43 GMT

See All

Document title: American Airlines on the App Store
Capture URL: https://apps.apple.com/us/app/american-airlines/id382698565

Page 2 of 3

App'x 1084

App Store Preview

The developer, American Amines, allocated that the app's privacy practices may include handang or data as described below, For linore altromission, see the developer's privacy policy.

Data Linked to You

Data Not Linked to You

The following date may be collected and linked to your identity:

The following data may be collected but it is not linked to your identity: of Location

O Health & Fitness Financial Info

Purchases

Contact info Search History

User Content 8 Exclusing History

🕮 litentifiers

👪 Usaga Data

Diagnostics

Privacy practices may vary, for example, based on the features you use or your age, beam those

Information

American Airlines, Inc.

444328

Compatibility iPhone

Languages

Category Yravel

English

Age Bating

Requires IOS 15.0 or later.

iPad

Recycles iPadOS 16.0 or later.

iPod touch

Requires IOS 15.0 or later.

Copyright

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Developer Website in App Support in Privacy Policy in

Supports



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United Airlines



Spirit Airlängs



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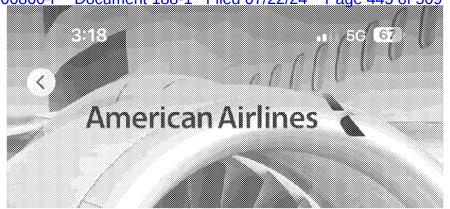
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Document title: American Airlines on the App Store Capture URL: https://apps.apple.com/us/app/american-airlines/id382698565 Capture timestamp (UTC): Tue, 25 Jul 2023 15:56:43 GMT

Page 3 of 3





What's New

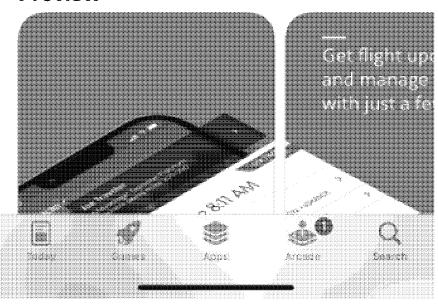
Version History

Version 2023.13

3h ago

We're continuing to work behind the scenes to improve your app experience.

Preview





With the American Airlines app, you're covered with the information you need exactly when you need it. Curious about traffic to the airport? Need a mobile boarding pass? Wondering where the closest Admirals Club® lounge is? All of this info and more is available at your fingertips.

- Lock Screen widgets: See your next trip's details right from the Lock Screen with our new dynamic widgets.
- Dynamic home screen: Knows where you are in your travel journey and gives you easy access to the right tools at the right time.
- Mobile boarding pass: Check in for your trip and retrieve your mobile boarding pass. No need to print, and it's updated along the way.
- Flight updates: Get the latest flight updates by simply retrieving your trip and allowing American Airlines to send notifications to your mobile device.
- Interactive terminal maps: Navigating airports is a breeze with our interactive terminal maps. Find the closest Admirals Club® lounge or get directions to your connecting gate.
- AAdvantage® account details: Review all the details of your AAdvantage® account right from the app. Not an AAdvantage® member? Sign up today.
- Upgrade your seat: Request upgrades with ease. Want to see where you are on the list? The app displays the upgrade standby list within 4 hours of your scheduled departure.



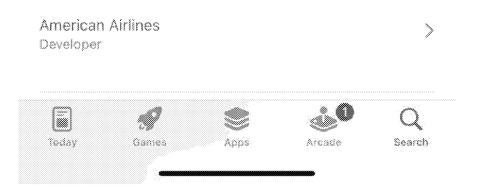


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- Save your trip: Your recently viewed trips are automatically saved in the app so you can easily grab the details for your next flight in seconds.
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Combined Declaration of Use and Incontestability under Sections 8 & 15 Handwritten Signature or Digital Signature

Review the complete <u>filing details</u> before signing. Preparers printing this form for handwritten signature should also print the filing details for signatory review.

A fee payment in the amount of \$850 will be submitted with the application, representing payment for 2 class(es).

MARK: AMERICAN AIRLINES (Standard Characters, see)

AMERICAN AIRLINES

Correspondent: Eric J. Maiers.

Correspondence email address: chiipmail@gtlaw.com;matthewsk@gtlaw.com; eric.maiers@gtlaw.com; carrm@gtlaw.com

Declaration

Read the following statements before signing. Acknowledge the statements by signing below.

- Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or
 in connection with the goods/services or to indicate membership in the collective membership
 organization identified above, as evidenced by the attached specimen(s).
- Unless the owner has specifically claimed excusable nonuse, the specimen(s) shows the mark as
 currently used in commerce on or in connection with the goods/services/collective membership
 organization.
- The mark has been in continuous use in commerce for five consecutive years after the date of
 registration, or the date of publication under 15 U.S.C. § 1062(c), and is still in use in commerce on
 or in connection with all goods/services, or to indicate membership in the collective membership
 organization, listed in the existing registration.

- There has been no final decision adverse to the owner's claim of ownership of such mark for such
 goods/services, or to indicate membership in the collective membership organization, or to the
 owner's right to register the same or to keep the same on the register.
- There is no proceeding involving said rights pending and not finally disposed of either in the United States Patent and Trademark Office or in a court.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry
 reasonable under the circumstances, the allegations and other factual contentions made above have
 evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission and the registration, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature Section

Signature:

Date: // Spinatory's Name: Donald Broadfield, Jr.

Signatory's Position: Chief Intellectual Property and Data Counsel

Document generated on September 11, 2023 at 12:29:28 PM ET

AMERICAN AIRLINES

Reg. No. 5,279,167

Registered Sep. 05, 2017

Int. Cl.: 9, 38

Service Mark

Trademark

Principal Register

American Airlines, Inc. (DELAWARE CORPORATION)

4333 Amon Carter Boulevard

Fort Worth, TX 76155

CLASS 9: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status

FIRST USE 7-00-2010; IN COMMERCE 7-00-2010

CLASS 38: Providing Internet access

FIRST USE 3-00-2009; IN COMMERCE 3-00-2009

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY

PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 0514294, 1845693, 2381172

SEC.2(F)

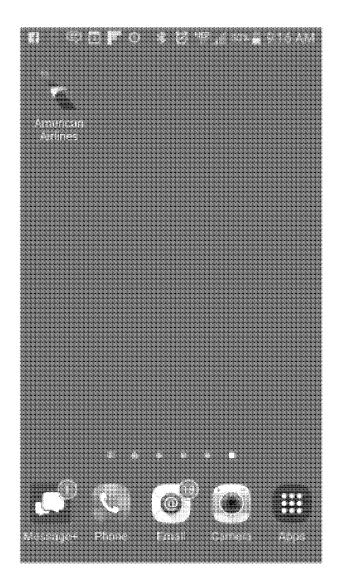
SER. NO. 86-898,575, FILED 02-05-2016

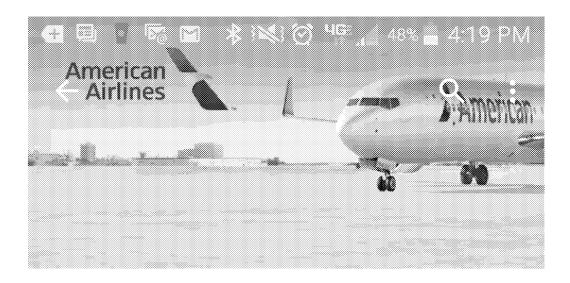
KAREN DINDAYAL, EXAMINING ATTORNEY



Joseph motol

Performing the Functions and Duties of the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office







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American Airlines, Inc. 🕏



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OMB No. 8691-0089 (Exp 02/26/2018)

Trademark/Service Mark Application, Principal Register

Serial Number: 86898575 Filing Date: 02/05/2016

To the Commissioner for Trademarks:

MARK: AMERICAN AIRLINES (Standard Characters, see <u>mark</u>)
The literal element of the mark consists of AMERICAN AIRLINES.
The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of 4333 Amon Carter Boulevard Fort Worth, Texas 76155 United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: Computer application software for mobile devices and handheld computers, namely, software for providing information in the fields of travel, transportation and loyalty award programs; Computer application software for mobile devices, namely, software for tracking and redeeming loyalty program awards; Computer application software for mobile devices and handheld computers, namely, software for ticketing passengers, checking reservations, and checking flight status

In International Class 009, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 07/00/2010, and first used in commerce at least as early as 07/00/2010, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) screen capture of software in use.

Original PDF file:

<u>SPE0-3898152163-20160204094530218613</u>. 12901- <u>AMERICAN AIRLINES specimen cl 9.pdf</u>

Converted PDF file(s) (1 page)

Specimen File1

International Class 038: Providing Internet access

In International Class 038, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/00/2009, and first used in commerce at least as early as 03/00/2009, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) advertisement for services.

Original PDF file:

<u>SPE0-3898152163-20160204094530218613</u>. 12901- <u>AMERICAN AIRLINES specimen cl 38.pdf</u>

Converted PDF file(s) (4 pages)

Specimen File1

Specimen File2

Specimen File3

Specimen File4

Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 0514294, 1845693, 2381172, and others.

The applicant's current Attorney Information:

Andrew J. Avsec and Jerome Gilson, Jeffery A. Handelman, David S. Fleming, Scott J. Slavick, Howard S. Michael, Jeffrey J. Catalano, Jennifer J. Theis, Joshua Frick, Genevieve E. Charlton, Michael Friedman, and Craig C. Bradley of BRINKS GILSON & LIONE P.O. Box

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 454 of 509 PageID 8339

10395

Chicago, Illinois 60610
United States
(312) 321-4200(phone)
(312) 321-4299(fax)
officeactions@brinksgilson.com (authorized)
The attorney docket/reference number is 12901/New.

The applicant's current Correspondence Information:

Andrew J. Avsec
BRINKS GILSON & LIONE
P.O. Box 10395
Chicago, Illinois 60610
(312) 321-4200(phone)
(312) 321-4299(fax)
officeactions@brinksgilson.com (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or applicant's attorney at the e-mail address provided above. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in an additional processing fee of \$50 per international class of goods/services.

A fee payment in the amount of \$550 has been submitted with the application, representing payment for 2 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /DB280/ Date: 02/04/2016 Signatory's Name: Donald E. Broadfield

Signatory's Position: Senior IP/Internet/Data Attorney

RAM Sale Number: 86898575 RAM Accounting Date: 02/05/2016

Serial Number: 86898575

Internet Transmission Date: Fri Feb 05 10:08:56 EST 2016

TEAS Stamp: USPTO/BAS-XX.XX.XXX.XXX-2016020510085653

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AMERICAN AIRLINES







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1 of 4 2/4/2016 8:22 AM Buy the all-day pass @

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International flights

Enjoy Wi-Fi service when traveling internationally on our new 777-300ER, 787 Dreamliner and select 777-200 planes. Passes may only be purchased once you're onboard:

- * 2 hour \$12
- # 4 hour \$17
- Length of flight \$19

Onboard power

So you can stay productive in the air, you'll find power outlets at every First and Business Class seat, and on our new planes, power at every seat in the Main Cabin. Other aircraft have power in select rows of the Main Cabin – just look for the lightning bolt symbol on the overhead bins. You'll also find USB ports on select aircraft and all new planes include USB ports and power outlets at every seat.

Type of power you can expect

Most of our planes feature AC power outlets and those that offer DC power are in the process of being converted. In the meantime, you can use a DC-to-AC adaptor on select flights if you're in First or Business Class. Simply ask your flight attendant for an adaptor.

Want to know where to find power?

Phones and electronic devices

Enjoy increased productivity and talk time on the ground before you depart and after landing as you taxi to the gate. You may use your cell phone, laptop computer, and other electronic devices onboard until advised by the flight crew, but please note that use of cell phones is not allowed during flight.

Please keep these things in mind during taxi, takeoff and landing:

Put small devices in airplane mode and either hold or place the device under your seat

2 of 4 2/4/2016 8:22 AM

* Laptops and other large items cannot be held and should be turned off and put away

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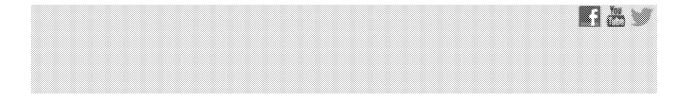
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Mark:



US Serial Number: 87601655 Application Filing Sep. 08, 2017

Date:

US Registration 5559145 Registration Date: Sep. 11, 2018

Number:

Filed as TEAS RF: Yes Currently TEAS RF: Yes

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: Registered. The registration date is used to determine when post-registration maintenance documents are due.

Status Date: Sep. 11, 2018

Publication Date: Jun. 26, 2018

Mark Information

Mark Literal None

Elements:

Standard Character No

Claim:

Mark Drawing 2 - AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S) /NUMBER(S)

Type

Description of The mark consists of a stylized eagle in black and white separated by a white and gray eagle head.

Mark:

Color(s) Claimed: Color is not claimed as a feature of the mark.

Design Search 03.15.01 - Eagles

Code(s): 03.15.19 - Birds in flight or with outspread wings

03.15.24 - Stylized birds 03.17.16 - Heads of birds

Related Properties Information

Claimed Ownership 4449061

of US

Registrations:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [..] Indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Clothing, namely, shirts, jackets, fleece tops, t-shirts, sweatshirts, pants, shorts, skirts, sweat pants, pajamas, socks, and coats;

headwear

International 025 - Primary Class U.S Class(es): 022, 039

Class(es):

Class Status: ACTIVE

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 462 of 509 PageID 8347

Basis: 1(a)

First Use: Mar. 2013 Use in Commerce: Mar. 2013

For: Toys, namely, model airplanes; scale model vehicles; plush toys; toy building blocks for model airplane sets; dolls, and dolls' clothes;

playing cards

International 028 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Mar. 2013 Use in Commerce: Mar. 2013

For: Promoting goods and services of others by means of loyalty program, discount program, promotional program and an incentive awards program whereby points are earned or awarded for purchases made by members which can then be redeemed for merchandise services and travel; promoting goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, gift cards, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; provision, organization, operation, and administration of a loyalty program, a discount program, a promotional program and an incentive awards program for customers whereby points are earned for purchases made via credit cards which can be redeemed for merchandise, services and travel; provision, organization, operation, and administration of loyalty, discount, promotional, and incentive programs, namely, managing and tracking the transfer and redemption of points that are earned or awarded for purchases made by members; provision of clerical and secretarial services; providing facilities, office machines and equipment for conducting business, business meetings, and conferences; providing professional support staff to assist in the conducting of office business, meetings and conferences; promotion of travel insurance services of others

International 035 - Primary Class

U.S Class(es): 100, 101, 102

U.S Class(es): 022, 023, 038, 050

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Banking; real estate affairs, namely, real estate lending services; aircraft financing; credit union services; financial services for credit union members, namely, financial transactions in the nature of bank transactions, credit card transactions, debit transactions and credit transactions, consumer and mortgage lending, securities brokerage, mortgage and loan insurance services, and brokerage services, namely, real estate brokerage and real estate lending services; issuance of credit cards through a licensee

International 036 - Primary Class

U.S Class(es): 100, 101, 102

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Providing internet access

International 038 - Primary Class U.S Class(es): 100, 101, 104

Class(es):

Class Status: ACTIVE Basis: 1(a)

First Use: Mar. 2013 Use in Commerce: Mar. 2013

For: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services in the nature of coordinating travel arrangements for individuals and groups; providing information in the field of travel; ground support services in the field of air transportation, namely, marking, sorting, loading, unloading, transfer, and transit of cargo and passengers' luggage; providing information concerning cargo and passengers' luggage in transit and delivery; air travel passenger ticketing and check-in services; airport ramp services; transporting aircraft at airport; providing aircraft parking and storage; aircraft towing; transportation services, namely, checking of baggage; airport services featuring transit lounge facilities for passengers; booking and providing ancillary travel services, namely, making reservations in the nature of seat selection, baggage check-in; airport ramp services, namely, transfer of checked baggage to aircraft; airport ramp services, namely, transfer of carry-on baggage to aircraft; airline services, namely, providing priority boarding for customers, and access to airport lounge facilities; air passenger wheel-chair services at airport; leasing of aircraft; leasing of components of aircraft; leasing of aircraft engines; transporting of aircraft engines for others; airport services featuring transit lounge facilities for passengers

International 039 - Primary Class

Class(es):

U.S Class(es): 100, 105

Class Status: ACTIVE Basis: 1(a)

> First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight and airport lounge entertainment services, namely, providing movies, audio and audio programs, music,

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 463 of 509 PageID 8348

documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, audio books, tablets, video and online games, and children's programming; travel services, namely, providing headphones on aircraft for use for

U.S Class(es): 100, 101, 107

U.S Class(es): 100, 101

U.S Class(es): 100, 101

entertainment purposes

International 041 - Primary Class

International 043 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Providing conference rooms; Food and drink catering; Café services; Restaurant services; Bar services; providing conference room facilities; providing lounge facilities for providing food and drink; Providing hotel reservation and coordination services for others; hotel

services; restaurant services, namely, providing of food and drink in airports and on aircraft

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

For: Facilitating expedited passenger screening, namely, providing priority access to airline passenger and baggage security screening

International 045 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Jan. 21, 2013 Use in Commerce: Jan. 21, 2013

Basis Information (Case Level)

Filed Use: Yes Currently Use: Yes Filed ITU: No Currently ITU: No Filed 44D: No Currently 44D: No Filed 44E: No Currently 44E: No Filed 66A: No Currently 66A: No Currently No Basis: No Filed No Basis: No

Current Owner(s) Information

Owner Name: American Airlines, Inc.

Owner Address: 4333 Amon Carter Boulevard

Fort Worth, TEXAS UNITED STATES 76155

Legal Entity Type: CORPORATION

State or Country DELAWARE

Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Eric J. Maiers

Attorney Primary chiipmail@gtlaw.com Attorney Email Yes Email Address: Authorized:

Correspondent

Correspondent Eric J. Maiers

Name/Address: Greenberg Traurig, LLP

77 W. Wacker Drive

Suite 3100

Chicago, ILLINOIS UNITED STATES 60601

Phone: 312.456.8400 Fax: 312 456 8435

Correspondent e- chiipmail@gtlaw.com

mail:

Correspondent e- Yes mail Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Sep. 11, 2023	COURTESY REMINDER - SEC. 8 (6-YR) E-MAILED	
Aug. 08, 2022	NOTICE OF SUIT	
Jul. 28, 2022	NOTICE OF SUIT	
Aug. 20, 2021	NOTICE OF SUIT	
Mar. 19, 2020	NOTICE OF SUIT	
Oct. 01, 2018	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Oct. 01, 2018	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Sep. 11, 2018	REGISTERED-PRINCIPAL REGISTER	
Jun. 26, 2018	OFFICIAL GAZETTE PUBLICATION CONFIRMATION E-MAILED	
Jun. 26, 2018	PUBLISHED FOR OPPOSITION	
Jun. 06, 2018	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
May 23, 2018	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 22, 2018	TEAS/EMAIL CORRESPONDENCE ENTERED	
May 21, 2018	CORRESPONDENCE RECEIVED IN LAW OFFICE	
May 21, 2018	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Dec. 13, 2017	NOTIFICATION OF NON-FINAL ACTION E-MAILED	
Dec. 13, 2017	NON-FINAL ACTION E-MAILED	
Dec. 13, 2017	NON-FINAL ACTION WRITTEN	
Dec. 13, 2017	ASSIGNED TO EXAMINER	
Sep. 15, 2017	NOTICE OF DESIGN SEARCH CODE E-MAILED	
Sep. 14, 2017	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
Sep. 12, 2017	NEW APPLICATION ENTERED	

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: PUBLICATION AND ISSUE SECTION Date in Location: Sep. 11, 2018

Assignment Abstract Of Title Information

Summary

Total Assignments: 1 Registrant: American Airlines, Inc.

Assignment 1 of 1

Conveyance: SECURITY INTEREST

Reel/Frame: <u>7061/0605</u> **Pages**: 47

Date Recorded: Sep. 25, 2020

Supporting assignment-tm-7061-0605.pdf

Documents:

Assignor

Name: AMERICAN AIRLINES, INC. Execution Date: Sep. 25, 2020

Legal Entity Type: CORPORATION State or Country DELAWARE

Where Organized:

Assignee

Name: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS COLLATERAL AGENT

Legal Entity Type: NATIONAL BANKING ASSOCIATION State or Country ALABAMA

Where Organized:

Address: 50 SOUTH SIXTH STREET, SUITE 1290

MINNEAPOLIS, MINNESOTA 55402

Correspondent

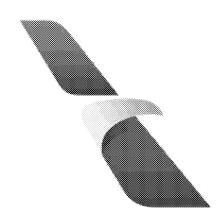
Correspondent MILBANK LLP

Name:

Correspondent 55 HUDSON YARDS

Address: ATTN: NATHANIEL T. BROWAND NEW YORK, NY 10001-2163

Domestic Representative - Not Found



Reg. No. 5,559,145

Registered Sep. 11, 2018

Int. Cl.: 25, 28, 35, 36, 38, 39, 41, 43, 45

Service Mark

Trademark

Principal Register

CHAIR NT AND TRUDING OF EICE

Director of the United States Patent and Trademark Office American Airlines, Inc. (DELAWARE CORPORATION)

4333 Amon Carter Boulevard Fort Worth, TEXAS 76155

CLASS 25: Clothing, namely, shirts, jackets, fleece tops, t-shirts, sweatshirts, pants, shorts, skirts, sweat pants, pajamas, socks, and coats; headwear

FIRST USE 3-00-2013; IN COMMERCE 3-00-2013

CLASS 28: Toys, namely, model airplanes; scale model vehicles; plush toys; toy building blocks for model airplane sets; dolls, and dolls' clothes; playing cards

FIRST USE 3-00-2013; IN COMMERCE 3-00-2013

CLASS 35: Promoting goods and services of others by means of loyalty program, discount program, promotional program and an incentive awards program whereby points are earned or awarded for purchases made by members which can then be redeemed for merchandise, services and travel; promoting goods and services of others by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, gift cards, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; provision, organization, operation, and administration of a loyalty program, a discount program, a promotional program and an incentive awards program for customers whereby points are earned for purchases made via credit cards which can be redeemed for merchandise, services and travel; provision, organization, operation, and administration of loyalty, discount, promotional, and incentive programs, namely, managing and tracking the transfer and redemption of points that are earned or awarded for purchases made by members; provision of clerical and secretarial services; providing facilities, office machines and equipment for conducting business, business meetings, and conferences; providing professional support staff to assist in the conducting of office business, meetings and conferences; promotion of travel insurance services of others

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 36: Banking; real estate affairs, namely, real estate lending services; aircraft financing; credit union services; financial services for credit union members, namely, financial transactions in the nature of bank transactions, credit card transactions, debit transactions and credit transactions, consumer and mortgage lending, securities brokerage,

Case 4:23-cv-00860-P

mortgage and loan insurance services, and brokerage services, namely, real estate brokerage Document 188-1g services; issuance of credit cards through a licensee PageID 8352

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 38: Providing internet access

FIRST USE 3-00-2013; IN COMMERCE 3-00-2013

CLASS 39: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services in the nature of coordinating travel arrangements for individuals and groups; providing information in the field of travel; ground support services in the field of air transportation, namely, marking, sorting, loading, unloading, transfer, and transit of cargo and passengers' luggage; providing information concerning cargo and passengers' luggage in transit and delivery; air travel passenger ticketing and check-in services; airport ramp services; transporting aircraft at airport; providing aircraft parking and storage; aircraft towing; transportation services, namely, checking of baggage; airport services featuring transit lounge facilities for passengers; booking and providing ancillary travel services, namely, making reservations in the nature of seat selection, baggage check-in; airport ramp services, namely, transfer of checked baggage to aircraft; airport ramp services, namely, transfer of carry-on baggage to aircraft; airline services, namely, providing priority boarding for customers, and access to airport lounge facilities; air passenger wheel-chair services at airport; leasing of aircraft; leasing of components of aircraft; leasing of aircraft engines; transporting of aircraft engines for others; airport services featuring transit lounge facilities for passengers

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 41: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight and airport lounge entertainment services, namely, providing movies, audio and audio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, audio books, tablets, video and online games, and children's programming; travel services, namely, providing headphones on aircraft for use for entertainment purposes

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 43: Providing conference rooms; Food and drink catering; Café services; Restaurant services; Bar services; providing conference room facilities; providing lounge facilities for providing food and drink; Providing hotel reservation and coordination services for others; hotel services; restaurant services, namely, providing of food and drink in airports and on aircraft

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

CLASS 45: Facilitating expedited passenger screening, namely, providing priority access to airline passenger and baggage security screening

FIRST USE 1-21-2013; IN COMMERCE 1-21-2013

The mark consists of a stylized eagle in black and white separated by a white and gray eagle head.

OWNER OF U.S. REG. NO. 4449061

SER, NO. 87-601,655, FILED 09-08-2017

Page: 2 of 3 / RN # 5559145

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OMB No. 8891-0089 (Exp 02/28/2018)

Trademark/Service Mark Application, Principal Register

Serial Number: 87601655 Filing Date: 09/08/2017

To the Commissioner for Trademarks:

MARK: (Stylized and/or Design, see mark)

The applicant is not claiming color as a feature of the mark. The mark consists of a stylized eagle in black and white separated by a white and gray eagle head.

The applicant, American Airlines, Inc., a corporation of Delaware, having an address of

4333 Amon Carter Boulevard Fort Worth, Texas 76155

United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 025: Clothing, namely, shirts, jackets, fleece tops, t-shirts, sweatshirts, pants, shorts, skirts, sweat pants, pajamas, socks, and coats; headwear

In International Class 025, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as ______, and first used in commerce at least as early as ______, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) display of mark in connection with sales of goods.

Original PDF file:

<u>SPE0-3898152171-20170908130742137682</u>. 12901- <u>AMERICAN AIRLINES</u> - specimen cl 25 - cap.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

International Class 028: Toys, namely model airplanes; scale model vehicles; plush toys; toy building blocks for model airplane sets; dolls, and dolls' clothes; playing cards

In International Class 028, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as ______, and first used in commerce at least as early as _____, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) display of mark in connection with sales of goods.

Original PDF file:

SPE0-3898152171-20170908130742137682 . 12901- AMERICAN AIRLINES - specimen cl 28 - toy airplanes.pdf

Converted PDF file(s) (2 pages)

Specimen File1

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<u>SPE0-3898152171-20170908130742137682</u>. 12901- AMERICAN AIRLINES - specimen cl 28 - playing cards.pdf

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Specimen File1

Specimen File2

International Class 035: Promoting goods and services by means of loyalty program, discount program, promotional program and an incentive awards program whereby points are earned or awarded for purchases made by members which can then be redeemed for merchandise, services and travel; promoting goods and services by means of providing an on-line shopping mall with links to the retail web sites of others in the field of books, computers, software, office supplies, consumer electronics, music, sporting and recreational equipment, gifts, gift cards, travel items, apparel, jewelry, health and beauty, toys, travel, home and garden-related items, and general retail merchandise; a loyalty program, a

discount program, a promotional program and an incentive awards program whereby points are earned for purchases made via credit cards which can be redeemed for merchandise, services and travel; managing and tracking the transfer and redemption of points that are earned or awarded for purchases made by members; provision of clerical and secretarial services; providing facilities, office machines and equipment for conducting business, meetings, and conferences; providing professional support staff to assist in the conducting of office business, meetings and conferences; promotion of travel insurance services of others

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

Original PDF file:

SPE0-3898152171-20170908130742137682 . 12901-6655 b w Flight Symbol Logo - specimen cl 35.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

International Class 036: Banking; real estate affairs; aircraft financing; credit union services; financial services for credit union members, namely financial transactions in the nature of bank transactions, credit card transactions, debit transactions and credit transactions, consumer and mortgage lending, securities brokerage, mortgage and loan insurance services, and brokerage services, namely, real estate brokerage and real estate lending services; issuance of credit cards through a licensee

In International Class 036, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as ______, and first used in commerce at least as early as ______, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with services.

Original PDF file:

<u>SPE0-3898152171-20170908130742137682</u>. 01-6655 b w Flight Symbol Logo - specimen cl 36 credit union.pdf **Converted PDF file(s)** (1 page)

Specimen File1

International Class 038: Providing internet access

In International Class 038, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as ______, and first used in commerce at least as early as ______, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

Original PDF file:

SPE0-3898152171-20170908130742137682 . 12901-6655 b w Flight Symbol Logo - specimen cl 38 wi-fi.pdf

Converted PDF file(s) (3 pages)

Specimen File1

Specimen File2

Specimen File3

International Class 039: Air transport of passengers, cargo, and freight; providing travel agency services, namely, providing travel reservation services for others, air transportation reservation services for others, vehicle reservation services for others, cruise reservation services for others and vacation reservation services; providing information in the field of travel; ground support services in the field of air transportation, namely, marking, sorting, loading, unloading, transfer, and transit of cargo and passengers' luggage; providing information concerning cargo and passengers' luggage in transit and delivery; air travel passenger ticketing and check-in services; airport ramp services; transporting aircraft at airport; providing aircraft parking and storage; aircraft towing; transportation services, namely, checking of baggage; airport services featuring transit lounge facilities for passengers; booking and providing ancillary travel services, namely, seat selection, checked baggage, carry-on baggage, priority security screening, priority boarding, food and beverage, in-flight headphones, upgrades, in-flight entertainment, airport lounge access; air passenger wheel-chair services at airport; leasing of aircraft; leasing of components of aircraft; leasing of aircraft engines; transporting of aircraft engines for others

In International Class 039, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed

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goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

Original PDF file:

<u>SPE0-3898152171-20170908130742137682</u>. 6655 b w Flight Symbol Logo - specimen cl 39 booking flights.pdf **Converted PDF file(s)** (2 pages)

Specimen File1

Specimen File2

International Class 041: Providing online electronic publications, namely, online magazines and online newsletters in the field of general interest; publication of magazines; providing in-flight and airport lounge entertainment services, namely, providing movies, audio and audio programs, music, documentaries, music videos, news and information in the field of sports, live and recorded television programs, e-books, audio books, tablets, video and online games, and children's programming

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as ______, and first used in commerce at least as early as ______, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with services.

Original PDF file:

SPE0-3898152171-20170908130742137682 . w Flight Symbol Logo - specimen cl 41 inflight entertainment.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

International Class 043: Providing conference rooms; Food and drink catering; Café services; Restaurant services; Bar services; providing conference room facilities; providing lounge facilities; Providing hotel reservation and coordination services for others; hotel services

In International Class 043, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 01/21/2013, and first used in commerce at least as early as 01/21/2013, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website demonstrating use of the mark in connection with the services.

Original PDF file:

SPE0-3898152171-20170908130742137682 . 1-6655 b w Flight Symbol Logo - specimen cl 43 club services.pdf

Converted PDF file(s) (2 pages)

Specimen File1

Specimen File2

Claim of Active Prior Registration(s)

The applicant claims ownership of active prior U.S. Registration Number(s) 4449061.

The applicant's current Attorney Information:

Andrew J. Avsec and Jerome Gilson, Jeffery A. Handelman, David S. Fleming, Howard S. Michael, Jeffrey J. Catalano, Jennifer J. Theis, Joshua Frick, Susan H. Frohling, Virginia Wolk Marino, Evi Katsantonis and Emily T. Kappers of BRINKS GILSON & LIONE P.O. Box 10395

Chicago, Illinois 60610

United States

312-321-4200 x3260(phone)

(312) 321-4299(fax)

officeactions@brinksgilson.com (authorized)

The attorney docket/reference number is 12901/6655.

The applicant's current Correspondence Information:

Andrew J. Avsec

BRINKS GILSON & LIONE

P.O. Box 10395

Chicago, Illinois 60610

312-321-4200 x3260(phone)

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 471 of 509 PageID 8356

(312) 321-4299(fax)

officeactions@brinksgilson.com;aavsec@brinksgilson.com; rrios@brinksgilson.com (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$2200 has been submitted with the application, representing payment for 8 class(es).

Declaration

Basis:

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the
 application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: Not Provided Date: Not Provided

Signatory's Name: Not Provided Signatory's Position: Not Provided Payment Sale Number: 87601655 Payment Accounting Date: 09/11/2017

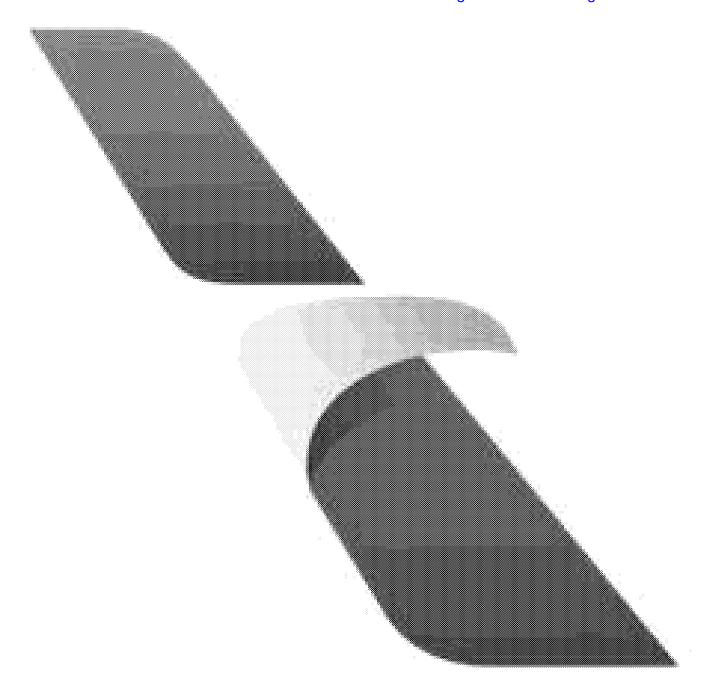
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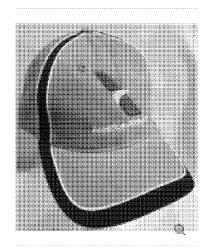




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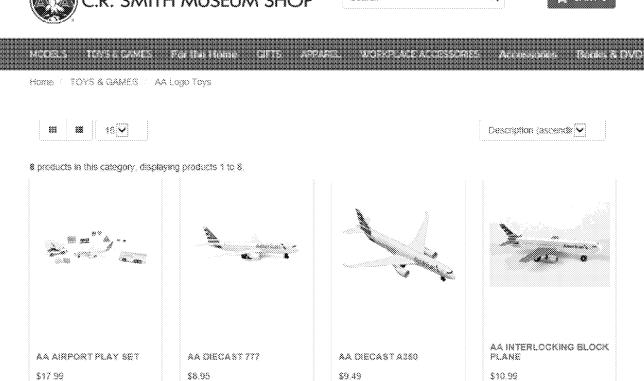
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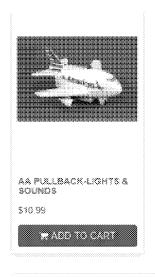




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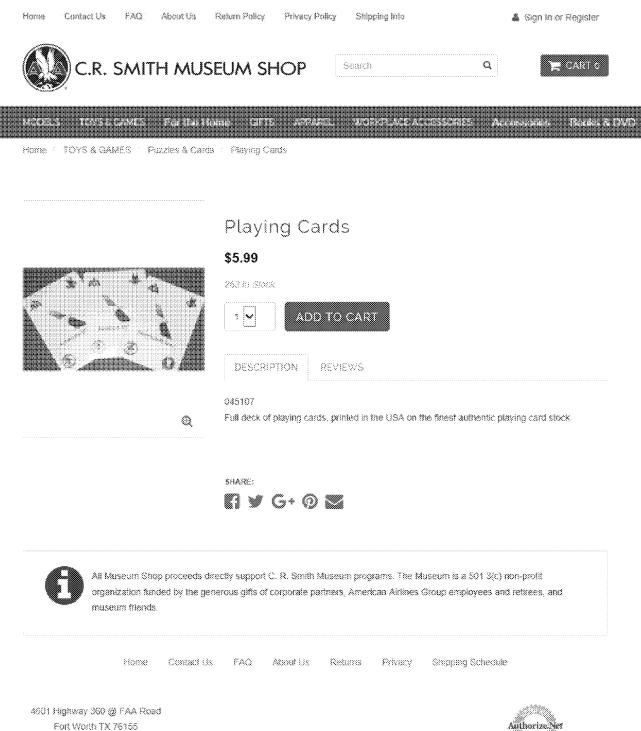
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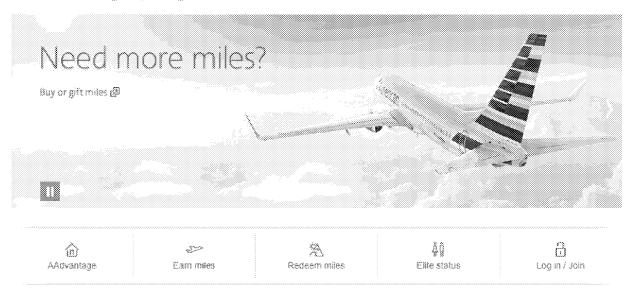




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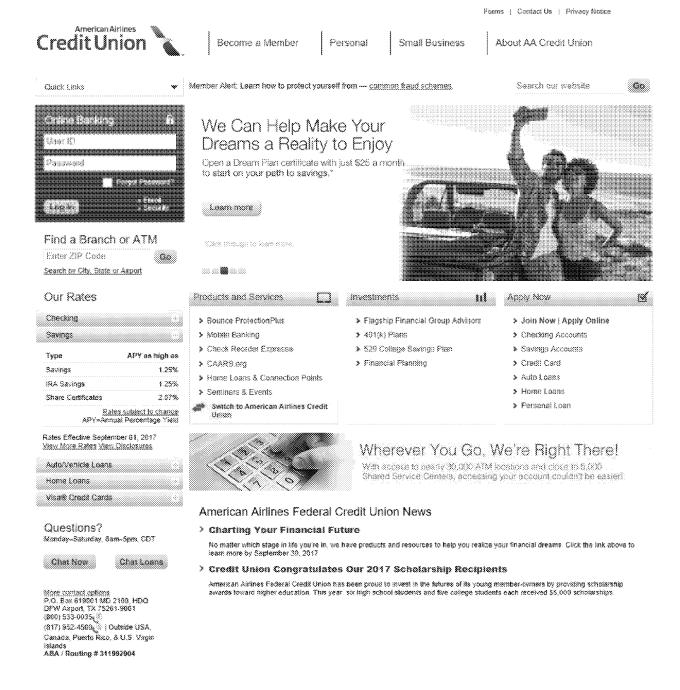
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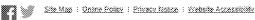
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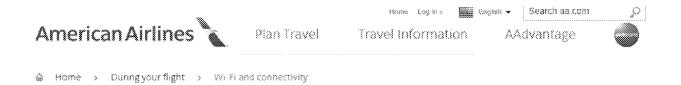
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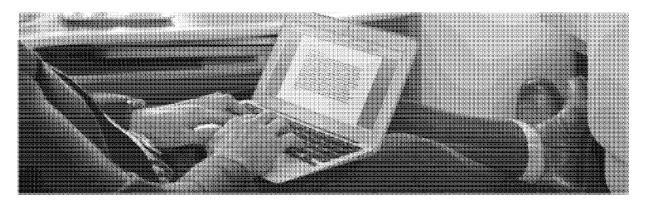
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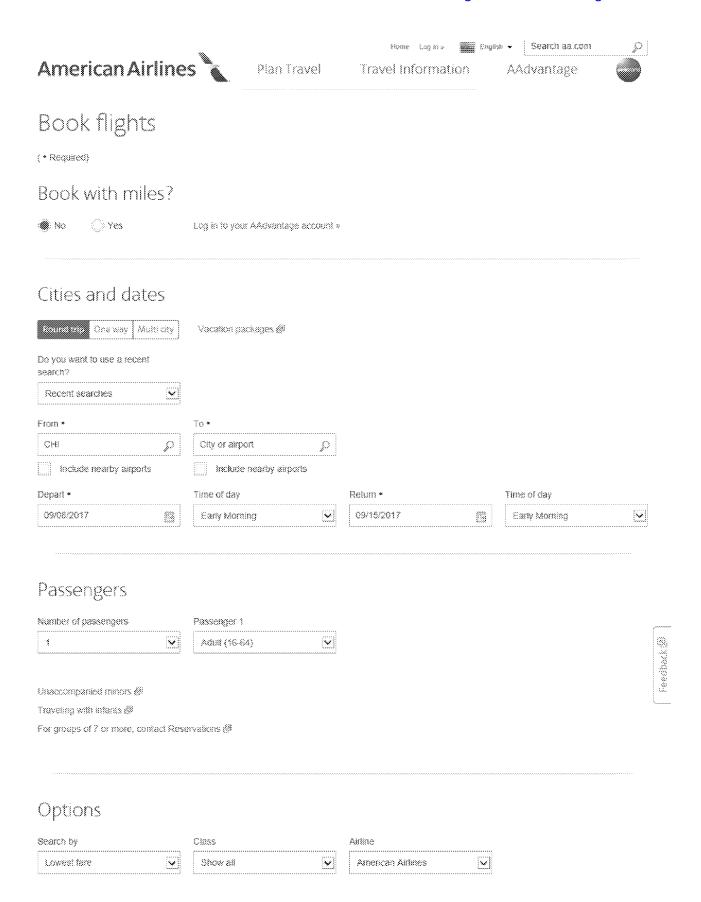
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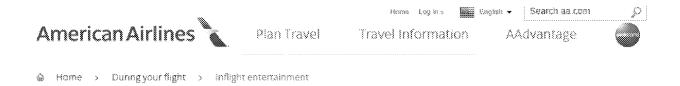
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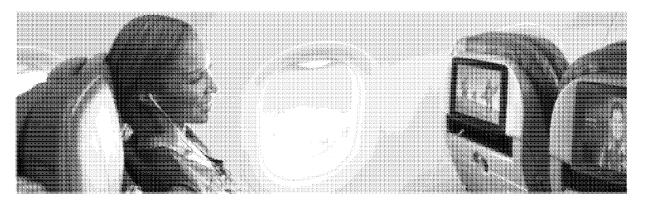
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Yes, all inflight entertainment is free. Enjoy more with us - we have the largest library of any U.S. carrier including movies, TV shows, music and games. Available entertainment varies with route and plane type

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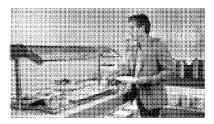
Admirals Club

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Amenities	Membership	Locations	Access

Inside the club

Complimentary amenities and services are available to make your travel more productive and retaxing

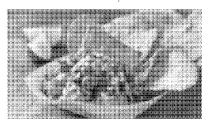
Snacks



House drinks*



Made-to-order specialties**



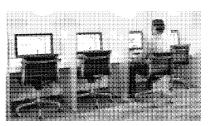
Personal travel assistance



Shower suites**

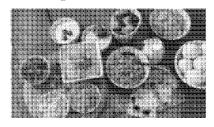


Business center**



Food and drink

Morning



» Hard-boiled eggs & spice bar

Afternoon



Hearty soups

New additions



Freshly-brewed La Colombe coffee

Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 491 of 509 PageID 8376

- » Oatmeai, cereai & spices
- « Assorted fruit & yogurt
- » Bagets & breakfast breads
- « Fresh & healthy grain satads
- « Vegetables, hummus & cheese
- » Cookies & brownies

« Bansta-style espresso & lattes**

Full meals & premium drinks

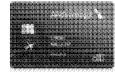
Hungry for more? Some clubs have bigger meals for sale; premium cocktails are available in all

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Case 4:23-cv-00860-P Document 188-1 Filed 07/22/24 Page 493 of 509 PageID 8378 Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Acting United States Register of Copyrights and Director

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VA 2-130-520

Effective Date of Registration: June 03, 2016

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Name: Andrew J. Avsec

Page 1 of 2

Date: June 03, 2016 **Applicant's Tracking Number**: 13945/71

Correspondence: Yes



Type of Work: Visual Material

Registration Number / Date:

VAD802138528 / 2016-06-03

Application Title: American Airlines Flight Symbol.

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Description: Electronic file (exervice)

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Date of Creation: 2012

Date of Publication:

2013-01-17

Nation of First Publication:

United States

Authorabile on Application:

Hypermedia Solutions, itC d/b/a FutureBrand, employer for hire; Domicile: United States, Authorship: 2-D arthork.

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American Airlines, Inc.

UNITED STATES SECU Wa	JRITIES AND EXCHA shington, D.C. 20549	NGE COMMISSION
	FORM 10-K	
MANNUAL REPORT PURSUANT TO SECTION	N 13 OR 15(d) OF THE SE	CURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2023		
☐ TRANSITION REPORT PURSUANT TO SEC	TION 13 OR 15(d) OF TH	E SECURITIES EXCHANGE ACT OF 1934
For the Transition Period From to		
Cor	nmission file number 1-8400	
Amer	ican Airlines Group Ir	nc.
	of registrant as specified in its	
Delaware (State or other jurisdiction of incorporation or organize 1 Skyview Drive, Fort Worth, Texas 761 (Address of principal executive offices, including zip of	155	75-1825172 (I.R.S. Employer Identification No.) (682) 278-9000 strant's telephone number, including area code
Securities registe	red pursuant to Section 12(b) of the Act:
Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share Preferred Stock Purchase Rights	AAL	The Nasdaq Global Select Market
1) Attached to the Common Stock		
	I pursuant to Section 12(g)	of the Act: None
	ommission file number 1-2691	
	nerican Airlines, Inc.	
(Exact name	of registrant as specified in its	charter)
Delaware (State or other jurisdiction of incorporation or organ 1 Skyview Drive, Fort Worth, Texas 7 (Address of principal executive offices, including zig	6155	13-1502798 (I.R.S. Employer Identification No.) (682) 278-9000 gistrant's telephone number, including area code
Securities registered	oursuant to Section 12(b)	of the Act: None

Securities registered pursuant to Section 12(g) of the Act: None

PART I

ITEM 1. BUSINESS

Overview

American Airlines Group Inc. (AAG), a Delaware corporation, is a holding company and its principal, wholly-owned subsidiaries are American Airlines, Inc. (American), Envoy Aviation Group Inc., PSA Airlines, Inc. (PSA) and Piedmont Airlines, Inc. (Piedmont). AAG was formed in 1982, under the name AMR Corporation (AMR), as the parent company of American, which was founded in 1934.

AAG's and American's principal executive offices are located at 1 Skyview Drive, Fort Worth, Texas 76155 and their telephone number is 682-278-9000.

Airline Operations

Together with our wholly-owned regional airline subsidiaries and third-party regional carriers operating as American Eagle, our primary business activity is the operation of a major network air carrier, providing scheduled air transportation for passengers and cargo through our hubs in Charlotte, Chicago, Dallas/Fort Worth, Los Angeles, Miami, New York, Philadelphia, Phoenix and Washington, D.C. and partner gateways, including in London, Doha, Madrid, Seattle/Tacoma, Sydney and Tokyo (among others). In 2023, approximately 211 million passengers boarded our flights. During 2023, we launched more than 50 new routes, providing service to close to 350 destinations around the world, and we announced several new destinations for customers to explore in 2024: Copenhagen, Denmark, Naples, Italy; Nice, France; Governor's Harbour, Bahamas; Tijuana, Mexico; Tulum, Mexico; Ocho Rios, Jamaica; Pasco, Washington and Hyannis, Massachusetts. In 2024, we announced new service to Brisbane, Australia and Veracruz, Mexico, as well as additional nonstop service between New York and Tokyo, Japan.

As of December 31, 2023, we operated 965 mainline aircraft supported by our regional airline subsidiaries and third-party regional carriers, which together operated an additional 556 regional aircraft. See Part I, Item 2. Properties for further discussion of our mainline and regional aircraft and "Regional" below for further discussion of our regional operations.

American is a founding member of the **one**world[®] Alliance, which brings together a global network of 13 world-class member airlines and their affiliates, working together to provide a superior and seamless travel experience. See "Distribution and Marketing Agreements" below for further discussion on the **one**world Alliance and other agreements with domestic and international airlines.

See Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – "2023 Financial Overview," "AAG's Results of Operations" and "American's Results of Operations" for further discussion of AAG's and American's operating results and operating performance. Also, see Note 1(m) to each of AAG's and American's Consolidated Financial Statements in Part II, Items 8A and 8B, respectively, for passenger revenue by geographic region and Note 13 to AAG's Consolidated Financial Statements in Part II, Item 8A and Note 12 to American's Consolidated Financial Statements in Part II, Item 8B for information regarding operating segments.

Regional

Our regional carriers provide scheduled air transportation under the brand name "American Eagle." The American Eagle carriers include our wholly-owned regional carriers Envoy Air Inc. (Envoy), PSA and Piedmont, as well as third-party regional carriers including Republic Airways Inc. (Republic), SkyWest Airlines, Inc. (SkyWest) and Air Wisconsin Airlines LLC (Air Wisconsin). Our regional carriers are an integral component of our operating network. We rely heavily on regional carriers to serve small markets and also to drive connecting traffic to our hubs from markets that are not economical for us to serve with larger, mainline aircraft. In addition, regional carriers offer complementary service in many of our mainline markets. All American Eagle carriers use logos, service marks, aircraft paint schemes and uniforms similar to those of our mainline operations. In 2023, 46 million passengers boarded our regional flights, approximately 45% of whom connected to or from our mainline flights.

AMERICAN AIRLINES GROUP INC. CONSOLIDATED STATEMENTS OF OPERATIONS (In millions, except share and per share amounts)

	Year Ended December 31,					
		2023		2022		2021
Operating revenues:						
Passenger	<u>\$</u>	<u>48,512</u>	<u>\$</u>	<u>44,568</u>	<u>\$</u>	26,063
Cargo		812		1,233		1,314
Other		3,464		3,170		2,505
Total operating revenues		52,788		48,971		29,882
Operating expenses:						
Aircraft fuel and related taxes		12,257		13,791		6,792
Salaries, wages and benefits		14,580		12,972		11,817
Regional expenses		4,643		4,385		3,204
Maintenance, materials and repairs		3,265		2,684		1,979
Other rent and landing fees		2,928		2,730		2,619
Aircraft rent		1,369		1,395		1,425
Selling expenses		1,799		1,815		1,098
Depreciation and amortization		1,936		1,977		2,019
Special items, net		971		193		(4,006)
Other		6,006		5,422		3,994
Total operating expenses		49,754		47,364		30,941
Operating income (loss)		3,034		1,607		(1,059)
Nonoperating income (expense):						
Interest income		591		216		18
Interest expense, net		(2,145)		(1,962)		(1,800)
Other income (expense), net		(359)		325		293
Total nonoperating expense, net		(1,913)		(1,421)		(1,489)
Income (loss) before income taxes		1,121	**************	186		(2,548)
Income tax provision (benefit)		299		59		(555)
Net income (loss)	\$	822	\$	127	\$	(1,993)
Earnings (loss) per common share:						
Basic	\$	1.26	\$	0.20	\$	(3.09)
Diluted	\$	1.21	\$	0.19	\$	(3.09)
Weighted average shares outstanding (in thousands):						
Basic		653,612		650,345		644,015
Diluted		719,669		655,122		644,015

See accompanying notes to consolidated financial statements.